



**Second Report to Court of  
KSV Restructuring Inc.  
as Receiver and Manager of certain property,  
assets and undertakings of  
Mapleview Developments Ltd.,  
Pace Mapleview Ltd. and  
2552741 Ontario Inc.**

July 26, 2024

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COURT FILE NUMBER: CV-24-00716511-00CL

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

**B E T W E E N:**

**KINGSETT MORTGAGE CORPORATION**

**APPLICANT**

**- AND -**

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

**RESPONDENTS**

**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**

**SECOND REPORT OF  
KSV RESTRUCTURING INC.  
AS RECEIVER AND MANAGER**

**JULY 26, 2024**

## **1.0 Introduction**

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “Court”) made on March 21, 2024 (the “Receivership Order”), KSV Restructuring Inc. (“KSV”) was appointed receiver and manager (the “Receiver”) of the real property described in Schedule “A” to the Receivership Order (the “Real Property”), and all present and future assets, undertakings and personal property, with the exception of the Deposit Monies (as defined below), of Maplevue Developments Ltd. (“Maplevue”), Pace Maplevue Ltd. (“Pace”) and 2552741 Ontario Inc. (“255 Ontario” and together with Maplevue and Pace, the “Debtors” and each a “Debtor”), located at, related to, used in connection with or arising from or out of the Real Property (collectively, the “Property”). A copy of the Receivership Order is attached as Appendix “A”.
2. Maplevue’s principal asset is the Real Property, municipally known as 700-780 Maplevue Drive East, Barrie, Ontario, on which it was developing a residential real estate townhome project (the “Project”) known as “Urban North Townhomes”.
3. Maplevue is the registered owner of the Real Property which it holds for the mutual benefit of Pace and 255 Ontario.

4. In the Receiver's First Report to Court dated May 21, 2024 (the "First Report"), the Receiver recommended, and the Court approved pursuant to an Order dated May 30, 2024 (the "Sale Process Order"):

- a) a sale process for the Property (the "Sale Process"); and
- b) a Stalking Horse Agreement of Purchase and Sale dated May 9, 2024 (the "APS") between the Receiver and Dunsire Homes Inc. (the "Purchaser"), to be used as a "stalking horse bid" in the Sale Process.

A copy of the First Report (without the Appendices thereto) is attached at Appendix "B" and a copy of the [First Report](#) (with the Appendices thereto) is available on the Receiver's website (the "Website"). A copy of the Sale Process Order is attached at Appendix "C".

## 1.1 Purposes of this Report

1. The purposes of this report (the "Report") are to:
- a) provide background information about the Project;
  - b) summarize the results of the Sale Process for the Property;
  - c) summarize a proposed transaction (the "Transaction") between the Receiver and the Purchaser for the sale of substantially all of the Property;
  - d) discuss a proposed distribution from the proceeds of the Transaction (the "Proceeds") to KingSett Mortgage Corporation ("KingSett");
  - e) discuss a proposed reserve (the "Portland Reserve") to be held by the Receiver from the cash proceeds of the Transaction pending a determination of whether amounts claimed by Portland (defined below) are Priority Payables as that term is defined in the APS;
  - f) discuss a proposed reserve (the "Holdback Reserve") to be held by the Receiver from the cash proceeds of the Transaction pending a determination of the Holdback Claims (as defined below);
  - g) discuss certain relief being sought by KingSett, including seeking an order authorizing the Receiver to file an assignment in bankruptcy in respect of the Debtors and name KSV as trustee in bankruptcy in connection therewith;
  - h) summarize the fees and disbursements of: (i) the Receiver from the commencement of these proceedings to July 22, 2024, and (ii) the Receiver's counsel, Osler, Hoskin & Harcourt LLP ("Osler"), from the commencement of these proceedings to July 24, 2024; and
  - i) recommend that this Court issue the following Orders:
    - i. an Approval and Vesting Order ("AVO"), among other things:
      - approving the Transaction;

- following the Receiver's delivery of the Receiver's certificate substantially in the form attached as Schedule "A" to the proposed AVO (the "Receiver's Certificate"), transferring and vesting all of the Receiver's and the Debtors' right, title and interest in and to the Purchased Assets (as defined in the APS) in the Purchaser, free and clear of all liens, charges, security interests and encumbrances, other than certain permitted encumbrances;
  - authorizing the Receiver to terminate and disclaim any agreements of purchase and sale for the purchase of any or all of the Real Property by a builder, homeowner and/or any other Person (the "Buyer Agreements");
  - authorizing the Receiver to establish the Portland Reserve and the Holdback Reserve, establishing a process for the determination of the Holdback Reserve, and authorizing the Receiver to release funds from the Holdback Reserve in respect of Holdback Claims if: (i) the Receiver determines any such amounts are Priority Payables, with the consent of the Purchaser and the applicable claimant; or (ii) further order of the Court; and
- ii. an Ancillary Matters and Distribution Order (the "Distribution Order"), among other things:
- authorizing and directing the Receiver to make a distribution to KingSett to repay all secured debt owing to KingSett;
  - approving the fees and disbursements of the Receiver and Osler, as detailed in the Fee Affidavits (as defined below); and
  - approving the First Report and this Report, and in each case the Receiver's conduct and activities described herein.

## 1.2 Restrictions

1. In preparing this Report, the Receiver has relied upon: (i) discussions with the Debtors' management ("Management"); (ii) the Debtors' unaudited financial information; (iii) information provided by KingSett, the Debtors' principal secured creditor; (iv) discussions with various stakeholders in these proceedings (including their legal representatives) and information and documentation provided by such stakeholders; and (v) the receivership application materials (collectively, the "Information").
2. The Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that complies with Canadian Auditing Standards ("CAS") pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance as contemplated under the CAS in respect of the Information. Any party wishing to place reliance on the Information should perform its own diligence and the Receiver accepts no responsibility for any reliance placed on the Information in this Report by any party.

3. Additional background information regarding the Debtors and the reasons for the appointment of the Receiver are provided in the application materials of KingSett. Copies of the Court materials filed to-date in these proceedings are available on the [Receiver's website](#) (the "Website").

## 2.0 Background

### 2.1 Debtors

1. Maplevue is a single purpose entity that owns the Real Property on which the Project is being developed. Maplevue holds such Real Property for the mutual benefit of Pace and 255 Ontario.
2. Pace is an entity that is an affiliate of the Pace Developments group of companies (collectively, the "Pace Group"). The Pace Group is a residential real estate developer with its head office in Richmond Hill, Ontario. The Receiver understands that the development of the Project was being led by the Pace Group.
3. The Receiver understands that the Debtors do not have any employees and that all employees involved with the developing of the Project are employed by one or more of the companies within the Pace Group.

### 2.2 The Project

1. Urban North Townhomes is a residential townhome project consisting of approximately 1,057 units across six phases, that is being developed on 50 developable acres of land in Barrie, Ontario. Construction at the Project has been halted due to the commencement of the receivership proceedings.
2. The Project is being conducted through multiple phases. Construction of Phases I and II is significantly advanced, where sale transactions for approximately 265 of 311 units in Phases I and II have closed, and the remaining 46 units are partially complete.
3. Construction has not yet commenced on Phases III, IV, V and VI, although the Receiver understands that lots at Phases III and IV have been partially serviced. The Receiver understands that there are approximately 576 pre-sale homebuyers<sup>1</sup> for the remaining units at Phase I and II and Phases III and IV. There are no pre-sales for Phases V and VI.

### 2.3 Homebuyers

1. The Receiver understands that there are approximately 494 homebuyers of pre-sale units that have not yet closed, of which approximately (i) 173 are homebuyers of freehold units where the deposits were paid directly to Maplevue; and (ii) 321 are homebuyers of stacked condo-townhouse units where deposits were paid into a trust account with Devry Smith Frank LLP ("DSF LLP").

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<sup>1</sup> As detailed in Section 4.2 of the First Report, the Receiver understands that certain of the pre-sale agreements of purchase and sale were terminated by Maplevue in the weeks prior to the granting of the Receivership Order.

2. The Receiver understands that all deposits relating to freehold homes that were paid directly to Mapleview have been spent by Mapleview.
3. The Receiver further understands that certain of the deposits for stacked condo-townhouse units that were paid into trust were released, but that these deposits are fully insured by an excess condominium deposit insurance provided to Mapleview by Westmount Guarantee Insurance Company ("Westmount").

## 3.0 Creditors

### 3.1 Secured Creditors

1. The Receiver understands that:
  - a) As more fully detailed in the receivership application materials, KingSett is the principal secured creditor of the Debtors pursuant to various mortgages registered on title to the Real Property. Aside from the property subject to the Transferred Vector Charge (as defined below), KingSett holds the first-priority charge on the Real Property. As at July 26, 2024, KingSett was owed approximately \$50.3 million (together with interest and costs as they continue to accrue) (the "KingSett Indebtedness").
  - b) Aggregated Investments Inc. ("AI"), through MarshallZehr Group Inc. ("MarshallZehr") as the bare trustee of its rights under the charges, is the sole beneficial owner of the second-ranking mortgage charge (behind KingSett) registered on title to certain of the Real Property (the "AI Mortgage"). MarshallZehr also holds two other charges. As at the date of the Receivership Order, MarshallZehr was owed approximately \$99 million in respect of its second, third and fourth-ranking mortgages, of which approximately \$75 million was in respect second-ranking mortgages under which AI is the beneficiary (interest and costs continue to accrue in respect of each mortgage) (the "MarshallZehr Mortgages"). As described further below, the Receiver has been advised by Portland Private Income Fund and Portland Investment Counsel Inc. (collectively, "Portland"), that Portland is the sole investor in, and has a 100% interest in, the third-ranking mortgage, which Portland believes should rank ahead of the AI Mortgage.
  - c) Prior to the date of the Receivership Order, Vector Financial Services Limited had a first-priority charge on PIN 58091-4802, which is included in the Real Property, in the principal amount of \$3,285,000 (the "Transferred Vector Charge"), which was transferred to AI.
  - d) Westmount has made available to Mapleview certain surety facilities in respect of the deposit monies received from the pre-sale purchasers of the non-freehold townhomes being developed on the Real Property (the "Deposit Monies"). Westmount's security charge is subordinate to KingSett and MarshallZehr (and is not registered on title to certain portions of the Real Property, including the Real Property that is subject to the Transferred Vector Charge), except as against the Deposit Monies held in trust at DSF LLP, on which it has a first ranking charge. As provided in the Receivership Order, the Deposit Monies are



excluded from the definition of “Property” over which the Receiver has been appointed. As at the date of this Report, the Receiver understands that Westmount’s exposure is approximately \$6,380,000 (the “Westmount Indebtedness”), which represents the Deposit Monies that were previously released to Maplevue.

### **3.2 CRA**

1. The Receiver understands that Maplevue collected HST on the sales of 266 closed townhomes, of which approximately \$7.3 million was not remitted to the Canada Revenue Agency (“CRA”).

### **3.3 Other Creditors**

1. Based on the Debtors’ books and records, as at the date of the Receivership Order, the Debtors’ other pre-filing obligations total approximately \$91.7 million. These amounts include:
  - a) approximately \$57.3 million owing to MarshallZehr for unsecured amounts; and
  - b) approximately \$34.4 million owing to other creditors, including construction contractors and other vendors.
2. Certain parties have registered construction liens on the Real Property and, accordingly, a portion of the amounts owing to such parties referenced above may have priority over the secured claims of the mortgagees, as discussed further below.

## **4.0 Sale Process**

### **4.1 Marketing Process**

1. The Receiver carried out the Sale Process for the Property in accordance with the Sale Process Order. A summary of the Sale Process is as follows:
  - a) following the issuance of the Sale Process Order, the Receiver launched the Sale Process on June 3, 2024 by distributing an interest solicitation letter detailing the acquisition opportunity (the “Teaser”);
  - b) attached to the Teaser was a bid process letter and a form of non-disclosure agreement (an “NDA”) that interested parties were required to sign in order to obtain access to a virtual data room (the “VDR”); and
  - c) the VDR contained information regarding the Project, including financial information, contracts, permits, designs, drawings and other diligence information that had been provided to the Receiver by Management or the mortgagees.

2. The Sale Process contemplated a phased bid deadline, with a 30-day deadline to submit a letter of intent, which, among other things, reflects a reasonable prospect of culminating in a Qualified Bid (as defined in the Sale Process Order) (a “Qualified LOI”). This allowed interested parties the flexibility of an additional 15 days to prepare a Qualified Bid (as defined in the Sale Process) thereafter. The Court-approved bid deadline to submit a Qualified LOI under the Sale Process was July 3, 2024 (the “LOI Deadline”). Pursuant to the Sale Process Order, if, by the LOI Deadline, no Qualified LOI had been received, the Sale Process shall have been deemed terminated and the stalking horse bid contemplated by the APS would be the successful bid.

## 4.2 Sale Process Results

1. A summary of the results of the Sale Process results is as follows:
  - a) 277 parties were sent the Teaser and the NDA;
  - b) 5 parties executed the NDA and were provided access to the data room to perform additional due diligence; and
  - c) no Qualified LOIs were submitted prior to the LOI Deadline (July 3, 2024). One proposal was received that did not comply with the requirements of the Sale Process given that, among other things: (i) the proposed deposit was inadequate under the terms of the Sale Process; and (ii) the offer provided insufficient consideration. The Receiver advised the party that had provided this proposal of same; however, the party did not ultimately provide a Qualified LOI (or any other offer).
2. As no Qualified LOI was received, the APS was deemed to be the successful bid pursuant to the Sale Process.

## 5.0 The Transaction<sup>2</sup>

### 5.1 The APS

1. The following constitutes a summary description of the APS only. Reference should be made directly to the APS for all of its terms and conditions. A copy of the APS is attached as Appendix “D”.
2. The key terms and conditions of the APS are provided below.
  - **Vendor:** the Receiver.
  - **Purchaser:** Dunsire Homes Inc., an affiliate of AI.

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<sup>2</sup> Capitalized terms in this section have the meaning provided to them in the APS or the Sale Process unless otherwise defined herein.

- **Purchased Assets:** substantially all of Debtors' and the Vendor's right, title and interest in and to the Debtor Property, including the following:
  - a) the Real Property, being the real property legally described in Schedule "A" of the APS;
  - b) the Buildings, being all buildings, structures, improvements, appurtenances, attachments and fixtures located on, in or under the Real Property including without limitation all incomplete buildings and all systems including heating, ventilation, air-conditioning, electrical, lighting, plumbing and water systems;
  - c) the Inventory and Securities;
  - d) the Development Approvals, to the extent transferable without consent or subject to any required consent being received by the time all conditions to Closing are satisfied if consent is required;
  - e) such other Property as the Purchaser may advise the Receiver of, in writing before Closing, to the extent transferable without consent or subject to any required consent being received by the time all conditions to Closing are satisfied if consent is required; and
  - f) the Books and Records relating to the Purchased Assets.
- **Excluded Assets:** all property and assets of the Debtors other than the Purchased Assets.
- **Purchase Price:** the Purchase Price is equal to the sum of:
  - a) the amount outstanding under the Receiver's Charge and the Receiver's Borrowing Charge (as such terms are defined in the Receivership Order) on the Closing Date. As at the date of this Report, the Receiver has not borrowed any funds under the Receiver's Borrowing Charge;
  - b) the amount owing under the KingSett Indebtedness, including all principal, accrued interest, fees, costs and amounts on account of protective disbursements;
  - c) the amount outstanding in respect of any Priority Payables on the Closing Date;
  - d) \$400,000, which shall be used by the Receiver to fund costs incurred in connection with necessary post-Closing matters, with any unused portion to be returned to the Purchaser; and
  - e) the amounts outstanding under the AI Mortgage and the Transferred Vector Charge (together the "Assumed Mortgages") on the Closing Date, including all fees or costs associated with the Assumed Mortgages.

- **Payment of Purchase Price:**
  - a) **Deposit** – a cash deposit of \$10 million payable upon execution of the APS. The Receiver confirms that it has received the Deposit and placed it in an interest bearing account, which interest will be applied to the balance of the Purchase Price due on Closing;
  - b) **Assumed Mortgages** – on the Closing Date, the Purchaser shall have the option to either pay the amount outstanding pursuant to the Assumed Mortgages, or assume either or both of the Assumed Mortgages (the Receiver understands that the Purchaser is electing to assume the Assumed Mortgages); and
  - c) **Balance due on Closing** – the balance of the Purchase Price shall be payable in cash on the Closing Date.
- **Assumed Liabilities:** include: (i) Liabilities incurred in respect of the Permitted Encumbrances (as provided in Schedule “D” to the APS), including the Assumed Mortgages (if not paid on closing); (ii) all liabilities and obligations arising from the possession, ownership and/or use of the Purchased Assets arising after Closing; and (iii) any Environmental Liabilities.
- **Excluded Liabilities:** means any: (i) Claim against any Debtor or the Receiver; (ii) Encumbrance on the Purchased Assets other than the Assumed Liabilities; or (iii) other Liability of any Debtor or the Receiver including, without limitation, Liability arising in respect of the APS Matters (being all Buyer Agreements), or the Construction Contracts.
- **Treatment of Pre-Sale Homebuyers:** The APS contemplates that the **Buyer Agreements** will not be assumed by the Purchaser.
- **Representations and Warranties:** consistent with the standard terms of an insolvency transaction, i.e. on an “as is, where is” basis, with limited representations and warranties.
- **Outside Date:** August 31, 2024.
- **Material Conditions:** include, among other things:
  - a) no provision of any applicable Law and no judgment, injunction, order or decree that prohibits the consummation of the purchase of the Purchased Assets pursuant to the APS shall be in effect;
  - b) the Sale Process Order shall have been obtained and the APS shall be selected by the Receiver as the successful bid in accordance with the Sale Process Order and the Sale Process;
  - c) the Approval and Vesting Order shall have been granted and shall be a Final Order;
  - d) the Approval and Vesting Order shall contain a term providing that the Receiver is authorized and directed, on or prior to Closing, to terminate and disclaim all of the Buyer Agreements relating to the Project; and

- e) the Court shall have issued the Bankruptcy Order, authorizing and directing the Receiver to file an assignment in bankruptcy in respect of the Debtors pursuant to the *Bankruptcy and Insolvency Act* (Canada), and the Bankruptcy Order shall be a Final Order.
- **Termination:** the APS can be terminated:
  - a) upon mutual written consent of the Receiver and the Purchaser;
  - b) if any of the conditions in favour of the Receiver or the Purchaser, as applicable, are not satisfied, waived or performed by the Outside Date;
  - c) automatically and immediately upon the selection by the Receiver of a Successful Bid, if the APS is neither the Successful Bid nor the Back-Up Bid; and
  - d) if Closing has not taken place by the Outside Date, being August 31, 2024, provided, however, that a party may not exercise such termination right if they are in material breach of their obligations under the APS.

## 5.2 Disclaimer of Buyer Agreements

1. The APS includes a condition that the AVO include the following term: "THIS COURT ORDERS that the Receiver is hereby authorized and directed, on or prior to Closing, to terminate and disclaim all of the agreements of purchase and sale for the purchase of any or all of the Property by a builder, homeowner and/or any other Person and, following the delivery of the Receiver's Certificate in accordance with this Order, such agreements shall cease to be continuing obligations effective against the Property or binding on the Purchaser," which term is included in the proposed AVO.
2. The Receiver recommends that the Court approve the Receiver's authority to terminate and disclaim the Buyer Agreements as the APS represents the best and only Qualified Bid received for the Property, and its terms and conditions require this approval.
3. The forms of pre-sale homebuyer agreements that have been provided to the Receiver expressly provide that: (i) the homebuyer subordinates and postpones their agreement to any mortgages on the applicable Real Property and any advances under such mortgages; and (ii) the agreement does not confer an interest in the applicable Property and/or the homebuyer will not register the agreement on title to the Real Property.
4. No Buyer Agreements are registered on title to the Real Property.
5. The Receiver intends to serve each of the homebuyers of the Project with this motion by email (if available) or by registered mail. The Receiver will also post a notice to the homebuyers of the Project on the Website informing them of the motion.
6. The Receiver understands that the deposits paid by certain of the homebuyers under the Buyer Agreements are guaranteed by the Westmount surety policy.

7. For the purchasers of freehold townhomes who do not get the benefit of the Westmount surety policy, if the motion is granted by the Court, the Receiver notes that there will be no funds available in the Debtors' estate to reimburse homebuyer deposits. However, the Receiver understands that Tarion Warranty Corporation ("Tarion") provides deposit protection for these homebuyers as per the below table:

	Sale Price	Deposit Coverage
Deposit Protection	\$600,000 or less	Up to \$60,000
Deposit Protection	Over \$600,000	10% of purchase price (up to a maximum of \$100,000)

8. The Receiver intends to work with Tarion to assist with the deposit claim for those homebuyers.

### 5.3 Transaction Recommendation

1. The Receiver recommends the Court issue the proposed AVO for the following reasons:
  - a) the process undertaken by the Receiver to market the Property was commercially reasonable and conducted in accordance with the terms of the Sale Process Order;
  - b) the market was widely canvassed by the Receiver. In the Receiver's view, it is unlikely that exposing the Property to the market for additional time will result in a superior transaction;
  - c) the Receiver is of the view that the Transaction provides for the highest recovery available for the benefit of the Debtors' stakeholders in the circumstances;
  - d) KingSett, the Debtors' senior secured lender, is supportive of the Transaction; and
  - e) as at the date of this Report, the Receiver is not aware of any objections to the relief being sought pursuant to the proposed AVO.

## 6.0 Proposed Bankruptcy of the Debtors

1. Based on the Debtors' books and records, and as described above, the Receiver understands that there is approximately \$7.3 million of potential HST claims.
2. The Receiver understands that KingSett intends to bring a motion for an order (the "Bankruptcy Order") authorizing and directing the Receiver to file an assignment in bankruptcy in respect of the Debtors pursuant to the *Bankruptcy and Insolvency Act*, naming KSV as trustee in bankruptcy (in such capacity, the "Trustee") and authorizing and empowering KSV to act in this capacity. The proposed Bankruptcy Order contemplates, among other things, that all proceeds of the Property of Debtors that are realized by the Receiver prior to, on or after the commencement of the bankruptcy proceedings in respect of the Debtors will continue to be maintained by the Receiver in a segregated account, separate and apart from the bankrupt estate, to be

distributed by the Receiver as directed by the Court in the within receivership proceedings.

3. The Receiver notes that it is not unusual for the Court to grant orders in a similar form to the proposed Bankruptcy Order in these circumstances and that courts have commented that it is not inappropriate for secured creditor to seek the commencement of a bankruptcy in similar circumstances as this instance. Accordingly, the Receiver is supportive of the relief being sought in the Bankruptcy Order.
4. The payments and distributions recommended in this Report assume that the Bankruptcy Order is granted by the Court.

## 7.0 KingSett Distribution

1. If the proposed Transaction is approved, the Receiver is seeking authorization and direction to distribute proceeds therefrom to repay: (i) the amounts owing under the Receiver's Borrowings Charge (which are nil as at the date of this Report, although the Receiver notes that it may need to borrow funds under the Receiver's Borrowing Charge to fund certain operating costs between the date of this Report and the closing date of the Transaction); and (ii) the KingSett Indebtedness.
2. KingSett is the principal secured creditor of the Debtors. The purchase price under the Transaction specifically provides for a cash portion of the Purchase Price in the amount of the KingSett Indebtedness (along with the other items set forth in the APS).
3. The Receiver requested that Osler, as independent legal counsel, conduct a review of the security granted by the Debtors in respect of the KingSett Indebtedness. Osler provided the Receiver with an opinion that, subject to standard assumptions and qualifications, pursuant to applicable security documentation, KingSett created valid security interests or charges, as applicable, against the Property to be sold pursuant to the Transaction.

## 7.1 Holdback Reserve & Distributions for Priority Payables

1. The APS provides for a Purchase Price equal to the sum of, among other things, Priority Payables. "Priority Payables" is defined in the APS as "... any payables that have priority over the Assumed Mortgages, excluding any HST owing by the Debtors, but including amounts that have priority pursuant to s.78 of the *Construction Act*, RSO 1990, c C30, as determined by the Receiver in consultation with the Purchaser, both acting reasonably, or as determined by the Court, after application of any amount of cash on hand of the Debtors, excluding the Deposit, immediately prior to Closing".
2. According to searches of title to the Real Property conducted and reviewed by Osler from the Land Registry Office, a total of 21 construction liens have been registered on title to the Real Property. A summary of such liens prepared by Osler is attached at Appendix "E". The Receiver intends to serve this motion on all parties (or their counsel) who have registered liens against the Real Property.



3. The Claim for Lien of the Project consultant, Schaeffer Dzaldov Purcell Ltd., confirms that it began supplying services/materials to the Project on December 5, 2016. This is the date the first lien “arose” on the project, and was prior to the date the mortgages of both Kingsett and MarshallZehr were registered on title. Therefore, both the Kingsett and the MarshallZehr mortgages were registered after the date when the first lien arose on the Project. Osler has advised the Receiver that, as a result:
  - a) Pursuant to section 78(6) of the *Construction Act*, the Kingsett mortgages and the MarshallZehr mortgages enjoy priority over the lien claimants for all advances made, provided those advances were not made at a time when a Claim for Lien was registered on title, or a Notice of Lien had been received.
  - b) Pursuant to section 78(5) of the *Construction Act*, both 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”).
4. The 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. Therefore, the Advances were not made at a time when a Claim for Lien was registered on title.
5. The Receiver has not received any evidence, from any Construction Lien Claimant (as defined below) or otherwise, that any Notice of Lien was served prior to any of the Advances. Therefore, the Receiver concludes that none of the Advances was made at a time when a Notice of Lien had been received.
6. Osler has advised the Receiver that the mortgages of Kingsett and MarshallZehr therefore have priority over the lien claimants with respect to all Advances, but lose priority to the lien claimants with respect to any Holdback Deficiency.
7. The Receiver understands, and has confirmed with the Debtors’ Management, that Maplevue is not holding any funds for the 10% statutory holdback that Maplevue was required to retain pursuant to the *Construction Act* (the “Statutory Holdback”), from payments to parties that supplied services or materials to the Project. Accordingly, the Holdback Deficiency is equal to the Statutory Holdback.
8. The Project structure followed the “Construction Management” model, whereby no general contractor was retained by Maplevue, but instead, direct contracts were entered into with each of the primary Trade Contractors. Under this arrangement, Osler has advised the Receiver that a separate Statutory Holdback is created with respect to each trade contractor.
9. The Receiver and Osler conducted an extensive review of the Statutory Holdback amount, and the Priority Payables that may be owed to construction lien holders (collectively, the “Construction Lien Claimants”), given the shortfall in the Statutory Holdback (such claims being “Holdback Claims”). This review included:
  - a) A review of the Debtors’ books and records to determine the total amount of goods and services provided by the Construction Lien Claimants, along with the outstanding indebtedness thereto;



- b) Contacting the Construction Lien Claimants by e-mail on July 8, 2024 and July 9, 2024 (a copy of such e-mail is attached as Appendix “F”) to request: (i) an accounting of the state of accounts between the Construction Lien Claimant and the Debtors, including a listing of all invoices, an indication of which invoices were paid and which were unpaid, and copies of such invoices; and (ii) any other document(s) or information they may wish the Receiver to consider;
  - c) Subsequent correspondence with the Construction Lien Claimants or their counsel, requesting the underlying contract (where a contract was signed), and other records as appropriate;
  - d) Searches of publicly-available records, including the registry of published Certificates of Substantial Performance relating to the Project in the Daily Commercial News; and
  - e) A review of each of the foregoing with a view to determining potential Priority Payables to Construction Lien Claimants.
10. On the basis of the review noted above, the Receiver has created a table of what it has calculated with Osler to be the maximum potential Priority Payable to each Construction Lien Claimant, along with the basis for calculating same, which amounts are collectively referred to herein as the “Holdback Reserve” and set out in Appendix “G”.
11. The Receiver understands that the Debtors did not hold any cash as of the date of the Receivership Order. The Receiver is advised by Osler that, as a result, no trust funds were in existence against which any trust claim pursuant to the *Construction Act* could have been asserted.

## 8.0 Portland Priority Dispute

1. Portland has advised the Receiver that it is the sole investor in, and has a 100% interest in, the third-ranking mortgage on the Real Property (the “Portland Mortgage”), which Portland believes should rank ahead of the second-ranking mortgage AI Mortgage. Portland advised the Receiver that, as of July 9, 2024, \$2,212,498.35 was owing and secured by the Portland Mortgage (all of which Portland claims should rank ahead of the AI Mortgage).
2. The Receiver understands that the Purchaser disputes Portland’s position with respect to the ranking of the Portland Mortgage. The Purchaser has confirmed to the Receiver that it will include \$2,300,000 (the “Portland Reserve”) in the Priority Payables Reserve pending the resolution of this dispute.

## 9.0 Receiver’s Activities

1. In addition to dealing with the matters addressed above, the Receiver’s activities relating to the Debtors since its appointment have included, with the assistance of counsel, among other things, the following:
  - a) corresponding with the Debtors’ Management regarding the Debtors’ affairs and these proceedings;

- b) corresponding with KingSett regarding all aspects of this mandate, including providing periodic status updates;
- c) reviewing information provided by the Debtors and KingSett relating to the Project, including its development status;
- d) corresponding with the Purchaser and its counsel regarding the APS and the Transaction, including extensive negotiations;
- e) developing and carrying out the Court-approved Sale Process for the Property;
- f) drafting all Sale Process related materials, including the Teaser and NDA;
- g) compiling information in the VDR;
- h) facilitating due diligence requests submitted by prospective purchasers throughout the Sale Process;
- i) corresponding with representatives of the City of Barrie regarding the status of the Project and the Transaction;
- j) corresponding with representatives of Tarion regarding the status of the Project and the Transaction;
- k) arranging for the maintenance, security and general upkeep of the Property;
- l) corresponding with Westmount and its counsel regarding the Property and the status of the Sale Process;
- m) corresponding with Masters Insurance, the Debtors' insurance broker;
- n) corresponding with the Debtors' creditors;
- o) assessing various claims that may have priority over the security held by the Debtors' mortgagees;
- p) corresponding with the lienholders in respect of their potential priority claims;
- q) corresponding with the pre-sale homebuyers of the Project;
- r) corresponding with CRA regarding the Debtors' HST accounts; and
- s) preparing the First Report and this Report and reviewing the motion materials in respect of same.

## **10.0 Professional Fees**

1. The fees of the Receiver from the commencement of these receivership proceedings to July 22, 2024 total \$297,447.25, excluding disbursements and HST. Osler's fees from the commencement of these receivership proceedings to July 26, 2024 total \$648,938.50, excluding disbursements and HST.
2. The average hourly rate for the referenced billing period was (i) \$535.17 for the Receiver; and (ii) \$742.24 for Osler.

3. Fee affidavits and accompanying invoices in respect of the fees and disbursements of the Receiver and Osler are attached as Appendices “H” and “I”, respectively, to this Report (together, the “Fee Affidavits”).
4. The Receiver is of the view that Osler’s hourly rates for each of the mandates are consistent with the rates charged by other law firms practicing in the area of insolvency in the Toronto market, and that its fees are reasonable and appropriate in the circumstances.

## 11.0 Conclusion

1. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court make the order granting the relief detailed in Section 1.1(1) (i) of this Report.

\* \* \*

All of which is respectfully submitted,

*KSV Restructuring Inc.*

**KSV RESTRUCTURING INC.,  
SOLELY IN ITS CAPACITY AS RECEIVER AND MANAGER OF CERTAIN PROPERTY,  
ASSETS AND UNDERTAKINGS OF  
MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD.  
AND 2552741ONTARIO INC.  
AND NOT IN ITS PERSONAL OR IN ANY OTHER CAPACITY**

## **Appendix “A”**

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

THE HONOURABLE

)

THURSDAY, THE 21<sup>st</sup>

JUSTICE OSBORNE

)

DAY OF MARCH, 2024

)

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**

**ORDER**  
**(Appointing Receiver)**

THIS APPLICATION made by KingSett Mortgage Corporation (the “**Applicant**”) for an Order pursuant to subsection 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “**CJA**”) appointing KSV Restructuring Inc. (“**KSV**”) as receiver and manager (in such capacities, the “**Receiver**”) without security, of the real property legally described in Schedule “A” to this Order (the “**Real Property**”) and all present and future assets, undertakings and personal property, with the exception of the Deposit Monies (as defined below), of Mapleview Developments Ltd. (“**Mapleview**”), Pace Mapleview Ltd. (“**Pace**”) and 2552741 Ontario Inc. (“**255 Ontario**” and together with Mapleview and Pace, the “**Debtors**” and each a “**Debtor**”), located at, related to, used in connection with or arising from or out of the Real Property or which is necessary to the use and operation of the Real Property, including all proceeds therefrom

(collectively with the Real Property, the “**Property**”) was heard this day via Zoom videoconference at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Daniel Pollack sworn March 14, 2024 and the Exhibits thereto (the “**Pollack Affidavit**”) and the Affidavit of Roxana G. Manea sworn March 21, 2024 and the Exhibits thereto, on hearing the submissions of counsel for the Applicant, the proposed Receiver, Drewlo Holdings Inc., Aggregated Investments Inc. and such other parties listed on the Participant Information Form, no one appearing for any other party although duly served as appears from the affidavit of service sworn and filed, and on reading the consent of KSV to act as the Receiver,

### **SERVICE AND DEFINITIONS**

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

2. THIS COURT ORDERS that all terms not otherwise defined herein shall have the meaning ascribed to them in the Pollack Affidavit.

### **APPOINTMENT**

3. THIS COURT ORDERS that pursuant to subsection 243(1) of the BIA and section 101 of the CJA, KSV is hereby appointed Receiver, without security, of the Property.

### **RECEIVER'S POWERS**

4. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;

- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of the Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtors, or any of them, in connection with the Property, including the powers to enter into any agreements or incur any obligations in the ordinary course of business in connection with the Property, cease to carry on all or any part of the business of the Debtors in connection with the Property, or any of them, or cease to perform or disclaim any contracts of any of the Debtors in respect of the Property;
- (d) to engage construction managers, project managers, contractors, subcontractors, trades, engineers, quantity surveyors, consultants, appraisers, agents, real estate brokers, experts, auditors, accountants, managers, counsel and such other Persons (as defined below) from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to undertake any construction or other work at the Property necessary to bring the property into compliance with applicable laws and building codes;
- (f) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtors, or any of them, in connection with the Property or any part or parts thereof;
- (g) to receive and collect all monies and accounts now owed or hereafter owing to any of the Debtors in connection with the Property (including, without limitation, any rent payments in respect of the Real Property) and to exercise all remedies of any of the Debtors in collecting such monies and accounts,

including, without limitation, to enforce any security held by any of the Debtors;

- (h) to settle, extend or compromise any indebtedness owing to any of the Debtors in connection with the Property;
- (i) to deal with any lien claims, trust claims, and trust funds that have been or may be registered (as the case may be) or which arise in respect of the Property, including any part or parts thereof, and, with approval of this Court, to make any required distribution(s) to any contractor or subcontractor of the Debtors or to or on behalf of any beneficiaries of such trust funds pursuant to section 85 of the *Construction Act*, R.S.O. 1990, c. C.30;
- (j) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, including, without limitation, in respect of construction permits and any requirements related thereto, whether in the Receiver's name or in the name and on behalf of any of the Debtors, for any purpose pursuant to this Order;
- (k) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to any of the Debtors (as such proceedings relate to the Property or any portion thereof), the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (l) to investigate, and report to this Court on, intercompany payments, transactions and other arrangements between any of the Debtors and other Persons, including, without limitation, other companies and entities that are affiliates of any of the Debtors, that appear to the Receiver to be out of the ordinary course of business. All Persons shall be required to provide any



and all information and documents related to the Debtors requested by the Receiver in connection with such investigations;

- (m) to undertake environmental or worker's health and safety assessments of the Property and the operations of the Debtors thereon;
- (n) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion, and with the Applicant's consent, may deem appropriate;
- (o) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business:
  - (i) without the approval of this Court in respect of any transaction not exceeding \$250,000, provided that the aggregate consideration for all such transactions does not exceed \$1,000,000; and
  - (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act* or section 31 of the Ontario *Mortgages Act* as the case may be, shall not be required;

- (p) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (q) to report to, meet with and discuss with such affected Persons as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

- (r) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (s) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of any of the Debtors and to meet with and discuss with such governmental authority and execute any agreements required in connection with or as a result of such permits, licenses, approvals or permissions (but solely in its capacity as Receiver and not in its personal or corporate capacity);
- (t) to enter into agreements with any trustee in bankruptcy appointed in respect of any of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by any of the Debtors;
- (u) to undertake any investigations deemed appropriate by the Receiver with respect to the location and/or disposition of assets reasonably believed to be, or to have been, Property;
- (v) to exercise any shareholder, partnership, joint venture or other rights which any of the Debtors may have; and
- (w) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations, including opening any mail or other correspondence addressed to any of the Debtors,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including each of the Debtors, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER**

5. THIS COURT ORDERS that (i) each of the Debtors, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other

persons acting on their instructions or behalf, (iii) all construction managers, project managers, contractors, subcontractors, trades, engineers, quantity surveyors, consultants and service providers, and all other persons acting on their instructions or behalf, and (iv) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “**Persons**” and each being a “**Person**”) shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

6. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records, information and cloud-based data of any kind related to the business or affairs of any of the Debtors or the Property, and any computer programs, computer tapes, computer disks, cloud or other data storage media containing any such information (the foregoing, collectively, the “**Records**”) in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software, cloud and physical facilities relating thereto, provided however that nothing in this paragraph 6 or in paragraph 7 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

7. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer, in a cloud or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph 7, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including

providing the Receiver with instructions on the use of any computer, cloud or other system and providing the Receiver with any and all access codes, account names, account numbers and account creating credentials that may be required to gain access to the information.

#### **NO PROCEEDINGS AGAINST THE RECEIVER**

8. THIS COURT ORDERS that no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DEBTORS OR THE PROPERTY**

9. THIS COURT ORDERS that no Proceeding against or in respect of any of the Debtors or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of any of the Debtors or the Property are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

10. THIS COURT ORDERS that all rights and remedies against the Debtors, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph 10 shall: (i) empower the Receiver or any of the Debtors to carry on any business which the Debtors are not lawfully entitled to carry on, (ii) exempt the Receiver or any of the Debtors from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

#### **NO INTERFERENCE WITH THE RECEIVER**

11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence

or permit in favour of or held by any of the Debtors, without written consent of the Receiver or leave of this Court.

### **CONTINUATION OF SERVICES**

12. THIS COURT ORDERS that all Persons having oral or written agreements with any of the Debtors or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, accounting services, centralized banking services, payroll services, insurance, transportation services, utility or other services to any of the Debtors are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of any of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of each of the Debtors or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

13. THIS COURT ORDERS that in the event that an account for the supply of goods and/or services is transferred from any of the Debtors to the Receiver, or is otherwise established in the Receiver's name, no Person, including but not limited to a utility service provider, shall assess or otherwise require the Receiver to post a security deposit as a condition to the transfer/establishment of the account.

### **RECEIVER TO HOLD FUNDS**

14. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the “**Post Receivership Accounts**”) and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for

herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

## **EMPLOYEES**

15. THIS COURT ORDERS that all employees of the Debtors shall remain the employees of the applicable Debtor until such time as the Receiver, on the applicable Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in subsection 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under subsections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

## **PIPEDA**

16. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a “**Sale**”). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by each of the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

## **LIMITATION ON ENVIRONMENTAL LIABILITIES**

17. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of

a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act, 1999*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act* or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### **LIMITATION ON THE RECEIVER'S LIABILITY**

18. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under subsections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

#### **RECEIVER'S ACCOUNTS**

19. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the “**Receiver's Charge**”) on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts (including, without limitation, deemed trusts), liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

20. THIS COURT ORDERS that the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

21. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

### **FUNDING OF THE RECEIVERSHIP**

22. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow from the Applicant by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$1,000,000 (or such greater amount that is acceptable to the Applicant and as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the **“Receiver's Borrowings Charge”**) as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts (including, without limitation, deemed trusts), liens, charges and encumbrances, statutory or otherwise, in favour of any Person but subordinate in priority to the Receiver's Charge and the charges as set out in subsections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

23. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

24. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule “B” hereto (the **“Receiver's Certificates”**) for any amount borrowed by it pursuant to this Order.



25. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

#### **SERVICE AND NOTICE**

26. THIS COURT ORDERS that the E-Service Guide of the Commercial List (the “**Guide**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/practice/regional-practice-directions/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 13 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL: <https://ksvadvisory.com/experience/case/mapleview>.

27. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Guide is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to any of the Debtors' creditors or other interested parties at their respective addresses as last shown on the records of the Debtors and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

28. THIS COURT ORDERS that the Applicant, the Receiver and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtors' creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction

of a legal or juridical obligation, and notice requirements within the meaning of subsection 3(c) of the *Electronic Commerce Protection Regulations* (SOR/2013-221).

### **CRITICAL PAYMENTS**

29. THIS COURT ORDERS that the Receiver may, with the written consent of the Applicant, make payments owing by any of the Debtors to critical suppliers, contractors, subcontractors and other creditors in respect of amounts owing prior to the date of this Order.

### **DEPOSITS**

30. THIS COURT ORDERS that notwithstanding anything else contained herein, the "Property" as defined in the preamble of this Order shall not include any current or future funds related to deposits (the "**Deposit Monies**") held in trust by any law firm, bank, credit union, or other agent acting on behalf of a Debtor or surety with respect to the purchase of a residential unit located on any of the Real Property, including, without limitation, the deposits held by Devry Smith Frank LLP in trust pursuant to certain deposit trust agreements.

### **GENERAL**

31. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

32. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of any of the Debtors.

33. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

34. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

35. THIS COURT ORDERS that the Applicant shall have its costs of this Application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the net realizations from the Property with such priority and at such time as this Court may determine.

36. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

37. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Toronto Time on the date of this Order and are enforceable without the need for entry and filing.

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**Schedule "A"**

**REAL PROPERTY**

**1. 59497-0001 (LT)**

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

**2. 58091-5319 (LT)**

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

**3. 58091-5140 (LT)**

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

**4. 58091-5139 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 117, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**5. 58091-5138 (LT)**

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

**6. 58091-5137 (LT)**

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

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

**7. 58091-5136 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 114, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**8. 58091-5135 (LT)**

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

**9. 58091-5134 (LT)**

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

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

**10. 58091-5133 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 111, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**11. 58091-5116 (LT)**

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

**12. 58091-5115 (LT)**

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

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

**13. 58091-5114 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 92, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**14. 58091-5113 (LT)**

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

**15. 58091-5112 (LT)**

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



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

**16. 58091-5111 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 89, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**17. 58091-5110 (LT)**

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

**18. 58091-5109 (LT)**

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

AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954

**19. 58091-5098 (LT)**

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

**20. 58091-5083 (LT)**

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

**21. 58091-5072 (LT)**

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

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

**22. 58091-5071 (LT)**

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

**23. 58091-5070 (LT)**

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

**24. 58091-5069 (LT)**

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

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

**25. 58091-5068 (LT)**

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

**26. 58091-5067 (LT)**

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

**27. 58091-5066 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 44, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7,

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

**28. 58091-5065 (LT)**

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

**29. 58091-5048 (LT)**

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

**30. 58091-5047 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 25, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518;

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

31. **58091-5046 (LT)**

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

32. **58091-5045 (LT)**

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

33. **58091-5044 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 22, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT

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

**34. 58091-5043 (LT)**

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

**35. 58091-5042 (LT)**

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

**36. 58091-5041 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 19, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN

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

**37. 58091-4598 (LT)**

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

**38. 58091-3902 (LT)**

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

**39. 58091-3901 (LT)**

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

**40. 58091-3900 (LT)**

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

**41. 58091-3899 (LT)**

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



**42. 58091-3898 (LT)**

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

**43. 58091-3897 (LT)**

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

**44. 58091-3896 (LT)**

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

**45. 58091-3895 (LT)**

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

**46. 58091-3894 (LT)**

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

**47. 58091-3893 (LT)**

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

**48. 58091-3891 (LT)**

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

**49. 58091-3890 (LT)**

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

**50. 58091-3889 (LT)**

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

**51. 58091-3888 (LT)**

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

**52. 58091-3886 (LT)**

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

**53. 58091-4802 (LT)**

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

**SCHEDULE “B”  
RECEIVER CERTIFICATE**

CERTIFICATE NO. \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

1. THIS IS TO CERTIFY that KSV Restructuring Inc., the receiver and manager (the “**Receiver**”) without security, of the real property legally described in Schedule “A” (the “**Real Property**”) to the Order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated March 21, 2024 (the “**Order**”) and all present and future assets, undertakings and personal property, with the exception of the Deposit Monies (as defined in the Order), of Mapleview Developments Ltd., Pace Mapleview Ltd. and 2552741 Ontario Inc. (collectively, the “**Debtors**”), located at, related to, used in connection with or arising from or out the Real Property or which is necessary to the use and operation of the Real Property, including all proceeds therefrom (collectively with the Real Property, the “**Property**”), appointed by the Order made in an application having Court File Number CV-24-00716511-00CL, has received as such Receiver from the holder of this certificate (the “**Lender**”) the principal sum of \$ \_\_\_\_\_, being part of the total principal sum of \$ \_\_\_\_\_ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the \_\_\_\_\_ day of each month] after the date hereof at a notional rate per annum equal to the rate of \_\_\_\_\_ per cent above the prime commercial lending rate of Bank of \_\_\_\_\_ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the \_\_\_\_ day of \_\_\_\_\_, 2024.

KSV Restructuring Inc., solely in its capacity  
as Receiver of the Property, and not in its  
personal capacity

Per: \_\_\_\_\_

Name:

Title:

**IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**KINGSETT MORTGAGE CORPORATION      and      MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD. and  
2552741 ONTARIO INC.**

Applicant

Respondents

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

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

Proceedings commenced in Toronto

**ORDER  
(Appointing Receiver)**

**BENNETT JONES LLP**

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Lawyers for the Applicant

## **Appendix “B”**



**First Report to Court of  
KSV Restructuring Inc.  
as Receiver and Manager of certain property,  
assets and undertakings of  
Mapleview Developments Ltd.,  
Pace Mapleview Ltd. and  
2552741 Ontario Inc.**

May 21, 2024

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COURT FILE NUMBER: CV-24-00716511-00CL

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

**B E T W E E N:**

**KINGSETT MORTGAGE CORPORATION**

**APPLICANT**

**- AND -**

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

**RESPONDENTS**

**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**

**FIRST REPORT OF  
KSV RESTRUCTURING INC.  
AS RECEIVER AND MANAGER**

**MAY 21, 2024**

## **1.0 Introduction**

1. Pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the “Court”) made on March 14, 2024 (the “Receivership Order”), KSV Restructuring Inc. (“KSV”) was appointed receiver and manager (the “Receiver”) of the real property described in Schedule “A” to the Receivership Order (the “Real Property”), and all present and future assets, undertakings and personal property, with the exception of the Deposit Monies (as defined below), of Maplevue Developments Ltd. (“Maplevue”), Pace Maplevue Ltd. (“Pace”) and 2552741 Ontario Inc. (“255 Ontario”) and together with Maplevue and Pace, the “Debtors” and each a “Debtor”, located at, related to, used in connection with or arising from or out of the Real Property (collectively, the “Property”). A copy of the Receivership Order is attached as Appendix “A”.
2. Maplevue’s principal asset is the Real Property, municipally known as 700-780 Maplevue Drive East, Barrie, Ontario, on which it is developing a residential real estate townhome project (the “Project”) known as “Urban North Townhomes”.
3. Maplevue is the registered owner of the Real Property which it holds for the mutual benefit of Pace and 255 Ontario.

## 1.1 Purposes of this Report

1. The purposes of this Report are to:
  - a) provide background information about the Project;
  - b) detail the proposed sale process (the “Sale Process”) for the property and assets of the Debtors;
  - c) summarize the terms of an Agreement of Purchase and Sale dated May 9, 2024 (the “Stalking Horse APS”) between the Receiver and Dunsire Homes Inc., (the “Stalking Horse Purchaser”), that, subject to Court approval, will be used as a stalking horse in the Sale Process;
  - d) recommend that this Court issue an order (the “Sale Process Order”) approving, among other things:
    - i. the Sale Process; and
    - ii. the Stalking Horse APS solely as the stalking horse bid in the Sale Process, including approving the break fee (the “Break Fee”) in favour of the Stalking Horse Purchaser contemplated therein.

## 1.2 Restrictions

1. In preparing this Report, the Receiver has relied upon: (i) discussions with the Debtors’ management (“Management”); (ii) the Debtor’s unaudited financial information; (iii) information provided by KingSett Mortgage Corporation (“KingSett”), the Debtors’ principal secured creditor; (iv) discussions with various stakeholders in these proceedings (including their legal representatives); and (v) the receivership application materials (collectively, the “Information”).
2. The Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that complies with Canadian Auditing Standards (“CAS”) pursuant to the Chartered Professional Accountants of Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance as contemplated under the CAS in respect of the Information. Any party wishing to place reliance on the Information should perform its own diligence and the Receiver accepts no responsibility for any reliance placed on the Information in this Report by any party.
3. Additional background information regarding the Debtors and the reasons for the appointment of the Receiver are provided in the application materials of KingSett. Copies of the Court materials filed to-date in these proceedings are available on the [Receiver’s website](#) (the “Website”).

## 2.0 Background

### 2.1 Debtors

1. Maplevue is a single purpose entity that owns the Real Property on which the Project is being developed. Maplevue holds such Real Property for the mutual benefit of Pace and 255 Ontario.

2. Pace is an entity that is an affiliate of the Pace Developments group of companies (collectively, the “Pace Group”). The Pace Group is a residential real estate developer with its head office in Richmond Hill, Ontario. The Receiver understands that the development of the Project was being led by the Pace Group.
3. The Receiver understands that the Debtors do not have any employees and that all employees involved with the developing the Project are employed by one or more of the companies within the Pace Group.

## **2.2 The Project**

1. Urban North Townhomes is a residential townhome project consisting of approximately 1,057 units across six phases, that is being developed on 50 developable acres of land in Barrie, Ontario. Construction at the Project has been halted due to the commencement of the receivership proceedings.
2. The Project is being conducted through multiple phases. Construction of Phases I and II is significantly advanced, where sale transactions for approximately 265 of 311 units in Phases I and II have closed, and the remaining 46 units are partially complete.
3. Construction has not yet commenced on Phases III, IV, V and VI, although the Receiver understands that lots at Phases III and IV have been partially serviced. The Receiver understands that there are approximately 576 pre-sale homebuyers<sup>1</sup> for the remaining units at Phase I and II and Phases III and IV. There are no pre-sales for Phases V and VI.

## **2.3 Homebuyers**

1. The Receiver understands that there are approximately 494 homebuyers of pre-sale units that have not yet closed, of which approximately (i) 173 are homebuyers of freehold units where the deposits were paid directly to Maplevue; and (ii) 321 are homebuyers of stacked condo-townhouse units where deposits were paid into a trust account with Devry Smith Frank LLP (“DSF LLP”).
2. The Receiver understands that all deposits relating to freehold homes that were paid directly to Maplevue have been spent by Maplevue. The Receiver further understands that certain of the deposits paid into trust were released, but that these deposits are fully insured by an excess condominium deposit insurance provided to the Company by Westmount Guarantee Insurance Company (“Westmount”).

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<sup>1</sup> As discussed in Section 4.2 below, the Receiver understands that certain of the pre-sale agreements of purchase and sale were terminated by Maplevue in the weeks prior to the granting of the Receivership Order.

## 3.0 Creditors

### 3.1 Secured Creditors

1. The Receiver understands that:
  - a) As more fully detailed in the receivership application materials, KingSett is the principal secured creditor of the Debtors pursuant to various mortgages registered on title to the Real Property. Aside from the property subject to the Transferred Vector Charge (as defined below), KingSett holds the first-priority charge on the Real Property. As at February 1, 2024, KingSett was owed approximately \$47.1 million (interest and costs continue to accrue) (the “KingSett Indebtedness”).
  - b) Aggregated Investments Inc. (“AI”), through MarshallZehr Group Inc. (“MarshallZehr”) as the bare trustee of its rights under the charges, is the sole beneficial owner of the second-ranking mortgage charge (behind KingSett) registered on title to certain of the Real Property (the “AI Mortgage”). MarshallZehr also holds two other charges. As at the date of the Receivership Order, MarshallZehr was owed approximately \$99 million in respect of its second, third and fourth-ranking mortgages (interest and costs continue to accrue in respect of each mortgage) (the “MarshallZehr Mortgages”).
  - c) Prior to the date of the Receivership Order, Vector Financial Services Limited had a first-priority charge on PIN 58091-4802, which is included in the Real Property, in the principal amount of \$3,285,000 (the “Transferred Vector Charge”).
  - d) Westmount has made available to Maplevue a surety facility in the amount of \$5 million in respect of the deposit monies received from the pre-sale purchasers of the non-freehold townhomes being developed on the Real Property (the “Deposit Monies”). Westmount’s security charge is subordinate to KingSett and MarshallZehr (and is not registered on title to certain portions of the Real Property, including the Real Property that is subject to the Transferred Vector Charge), except as against the Deposit Monies held in trust at DSF LLP, on which it has a first ranking charge. As provided in the Receivership Order, the Deposit Monies are excluded from the definition of “Property” over which the Receiver has been appointed.
2. In addition to the above, a number of parties who provided services to the Project have registered construction liens on the Real Property (the “Construction Liens”), including construction trades and real estate consultants. The Receiver is continuing to review and assess the Construction Liens.

### 3.2 CRA

1. The Receiver understands that Maplevue collected HST on the sales of the 266 closed townhomes, of which approximately \$7.3 million was not remitted to the Canada Revenue Agency (“CRA”).

### **3.3 Other Creditors**

1. Based on the Debtors' books and records, as at the date of the Receivership Order, the Debtors' other pre-filing obligations total approximately \$91.7 million. These amounts include:
  - a) approximately \$57.3 million owing to MarshallZehr for unsecured amounts; and
  - b) approximately \$34.4 million owing to other creditors, including construction contractors and other vendors.

## **4.0 Receiver's Preliminary Findings**

### **4.1 Cash Transfer**

1. As at the date of the Receivership Order, Maplevue held seven accounts with Royal Bank of Canada (each, an "Account" and together the "Accounts").
2. Immediately after the Receivership Order was granted, the Receiver requested that Management provide the Receiver with information regarding the Accounts, including recent bank statements, so that the Receiver could determine the cash balances in each of the Accounts.
3. Upon preliminary review of the bank statements, the Receiver noted that a transfer of \$200,000 was made from an Account on March 19, 2024 (the "Transfer"). Given that the Transfer occurred after the date of the service of the receivership application (being March 14, 2024) and two days prior to the date of the Receivership Order (March 21, 2024), the Receiver inquired with Management regarding the nature of the Transfer.
4. Upon review of the information provided by Management, the Receiver noted that the Transfer was made to Pace Group Investments Inc. ("PGI"), an entity within the Pace Group. On April 3, 2024, the Receiver's counsel sent a letter to PGI requesting that PGI return the funds. A copy of this letter is attached as Appendix "B".
5. On April 11, 2024, PGI advised that it would return \$200,000 to the Maplevue estate by April 30, 2024. As of the date of this Report, PGI has not returned the funds. In the event that the funds are not returned in the near term, the Receiver may seek a Court order requiring same.

### **4.2 Terminations of Homebuyer Agreements of Purchase and Sale**

1. An investigation is being conducted by the Home Construction Regulatory Authority ("HCRA") into the conduct of Maplevue regarding unlawfully terminating dozens of agreements of purchase and sale and misleading 33 purchasers to unethically extract over \$3 million from them. The HCRA alleges that when it looked into the purchasers' concerns, Maplevue altered most of the pre-sale agreements and provided fake versions to the HCRA. A copy of the reasons issued by the HCRA on November 20, 2023 is attached as Appendix "C". The Receiver understands that the Company disputes HCRA's findings.

2. On or around April 5, 2024, Management advised the Receiver that it had terminated approximately 78 homebuyer agreements of purchase and sale (the “Terminated APSs”) related to pre-sales, primarily in Phases III and IV. A substantial number of the terminations took place in the weeks prior to the granting of the Receivership Order.
3. Since its appointment, the Receiver has been contacted by numerous homebuyers and their counsel regarding the Terminated APSs which appear to be in addition to the agreements under investigation by the HCRA. A substantial number of these parties have alleged that the terminations were done improperly, or were done based on minor defaults that were not communicated properly, or which defaults have since been addressed, and have requested that the Receiver consider reinstatement of the Terminated APSs. The Receiver is in the process of reviewing this matter.

## 5.0 Stalking Horse APS and Sale Process<sup>2</sup>

### 5.1 The Stalking Horse Agreement

1. The purpose of the Sale Process is to market the Property, while providing a degree of certainty to stakeholders, including the creditors, of a “floor” transaction.
2. The Stalking Horse APS contemplates a transaction whereby the Stalking Horse Purchaser, if selected as the Successful Bidder in the Sale Process, will purchase substantially all of the Property.
3. The following constitutes a summary description of the Stalking Horse APS only. Reference should be made directly to the Stalking Horse APS for all of its terms and conditions. A copy of the Stalking Horse APS is attached as Appendix “D”.
4. The key terms and conditions of the Stalking Horse APS are provided below.
  - **Vendor:** the Receiver.
  - **Stalking Horse Purchaser:** Dunsire Homes Inc., an affiliate of AI.
  - **Purchased Assets:** substantially all of Debtors’ and the Vendor’s right, title and interest in and to the Debtor Property, including the following:
    - a) the Real Property, being the real property legally described in Schedule “A” of the Stalking Horse APS;
    - b) the Buildings, being all buildings, structures, improvements, appurtenances, attachments and fixtures located on, in or under the Real Property including without limitation all incomplete buildings and all systems including heating, ventilation, air-conditioning, electrical, lighting, plumbing and water systems;
    - c) the Inventory and Securities;

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<sup>2</sup> Capitalized terms in this section have the meaning provided to them in the Stalking Horse APS or the Sale Process unless otherwise defined herein.

- d) the Development Approvals, to the extent transferable without consent or subject to any required consent being received by the time all conditions to Closing are satisfied if consent is required;
  - e) such other Property as the Stalking Horse Purchaser may advise the Receiver of in writing before Closing, to the extent transferable without consent or subject to any required consent being received by the time all conditions to Closing are satisfied if consent is required; and
  - f) the Books and Records relating to the Purchased Assets.
- **Excluded Assets:** all property and assets of the Debtors other than the Purchased Assets.
  - **Purchase Price:** the Purchase Price is equal to the sum of:
    - a) the amount outstanding under the Receiver's Charge and the Receiver's Borrowing Charge (as such terms are defined in the Receivership Order) on the Closing Date. As at the date of this Report, the Receiver has not borrowed any funds under the Receiver's Borrowing Charge;
    - b) the amount owing under the KingSett Indebtedness, including all principal, accrued interest, fees, costs and amounts on account of protective disbursements;
    - c) the amount outstanding in respect of any Priority Payables on the Closing Date. Priority Payables means any payables that have priority over the Assumed Mortgages, excluding any HST owing by the Debtors, but including amounts that have priority pursuant to s.78(2) of the *Construction Act*, RSO 1990, c C30, as determined by the Receiver in consultation with the Stalking Horse Purchaser, both acting reasonably, or as determined by the Court, after application of any amount of cash on hand of the Debtors, excluding the Deposit, immediately prior to Closing;
    - d) \$400,000, which shall be used by the Receiver to fund costs incurred in connection with necessary post-Closing matters, with any unused portion to be returned to the Stalking Horse Purchaser; and
    - e) the amounts outstanding under the AI Mortgage and the Transferred Vector Charge (together the "Assumed Mortgages") on the Closing Date, including all fees or costs associated with the Assumed Mortgages.
  - **Payment of Purchase Price:**
    - a) **Deposit** – a cash deposit of \$10 million payable upon execution of the Stalking Horse APS. The Receiver confirms that it has received the Deposit;



- b) Assumed Mortgages – on the Closing Date, the Stalking Horse Purchaser shall have the option to either pay the amount outstanding pursuant to the Assumed Mortgages, or assume either or both of the Assumed Mortgages; and
  - c) Balance due on Closing – the balance of the Purchase Price shall be payable in cash on the Closing Date.
- **Assumed Liabilities:** include: (i) Liabilities incurred in respect of the Permitted Encumbrances (as provided in Schedule “D” to the Stalking Horse APS), including the Assumed Mortgages (if not paid on closing); (ii) all liabilities and obligations arising from the possession, ownership and/or use of the Purchased Assets arising after Closing; and (iii) any Environmental Liabilities.
- **Excluded Liabilities:** means any: (i) Claim against any Debtor or the Receiver; (ii) Encumbrance on the Purchased Assets other than the Assumed Liabilities; or (iii) other Liability of any Debtor or the Receiver including, without limitation, Liability arising in respect of the APS Matters (being all homebuyer agreements of purchase and sale), or the Construction Contracts.
- **Treatment of Pre-Sale Homebuyers:** The Stalking Horse APS contemplates that the existing pre-sale homebuyer agreements will not be assumed by the Stalking Horse Purchaser.
- **Representations and Warranties:** consistent with the standard terms of an insolvency transaction, i.e. on an “as is, where is” basis, with limited representations and warranties.
- **Outside Date:** August 31, 2024.
- **Material Conditions:** include, among other things:
  - a) no provision of any applicable Law and no judgment, injunction, order or decree that prohibits the consummation of the purchase of the Purchased Assets pursuant to the Stalking Horse APS shall be in effect;
  - b) the Sale Process Order shall have been obtained and the Stalking Horse APS shall be selected by the Receiver as the successful bid in accordance with the Sale Process Order and the Sale Process;
  - c) the Approval and Vesting Order shall have been granted and shall be a Final Order;
  - d) the Approval and Vesting Order shall contain a term providing that the Receiver is authorized and directed, on or prior to Closing, to terminate and disclaim all of the homebuyer agreements of purchase and sale relating to the Project; and
  - e) the Court shall have issued the Bankruptcy Order, authorizing and directing the Receiver to file an assignment in bankruptcy in respect of the Debtors pursuant to the *Bankruptcy and Insolvency Act* (Canada), and the Bankruptcy Order shall be a Final Order.



- **Termination:** the Stalking Horse APS can be terminated:
  - a) upon mutual written consent of the Receiver and the Stalking Horse Purchaser;
  - b) if any of the conditions in favour of the Receiver or the Stalking Horse Purchaser, as applicable, are not satisfied, waived or performed by the Outside Date;
  - c) automatically and immediately upon the selection by the Receiver of a Successful Bid, if the Stalking Horse APS is neither the Successful Bid nor the Back-Up Bid; and
  - d) if Closing has not taken place by the Outside Date, being August 31, 2024, provided, however, that a party may not exercise such termination right if they are in material breach of their obligations under the Stalking Horse APS.

### **5.1.1 Break Fee**

1. The Stalking Horse APS includes a Break Fee of \$1,200,000, being approximately 2% to 2.5% of the cash portion of the Purchase Price before including the Assumed Mortgages, and approximately 0.7% to 0.8% of the Purchase Price when including the Assumed Mortgages.
2. The Break Fee is intended to compensate the Stalking Horse Purchaser for its expenditures of time and money and its agreement to act as the stalking horse bidder, including the preparation of the Stalking Horse APS and in performing due diligence, and is payable in the event that the Stalking Horse APS is not selected as the successful bid in accordance with the Sale Process. The Break Fee is payable following the completion of the successful bid.
3. The Stalking Horse APS does not contemplate an expense reimbursement separate from the Break Fee.
4. The Receiver compared the Break Fee to other bid protections approved by Canadian courts in insolvency proceedings commenced between 2021 to 2024. The comparison is attached as Appendix “E”. Based on this analysis, the Receiver is of the view that the Break Fee is on the low end of the range of reasonable bid protections in comparable insolvency proceedings.
5. Accordingly, the Receiver is of the view that the Break Fee falls below the range of bid protections typically appearing in comparable insolvency proceedings and is fair and reasonable given the extensive time and expense invested by the Stalking Horse Purchaser in this transaction.

## **5.2 Sale Process**

1. Subject to Court approval, the Receiver will be responsible for the marketing and sale of the Property.
2. The key aspects of the proposed Sale Process (included as Schedule “E” to the Stalking Horse APS) are summarized below; however, interested parties are strongly encouraged to review the full terms of the Sale Process.

3. A summary of Sale Process timeline is as follows:

Milestone	Key Dates
Distribution of marketing materials	As soon as possible
LOI Deadline	30 days after approval of Sale Process Order
Qualified Bid Deadline (Binding Offer)	45 days after approval of Sale Process Order
Selection of Qualified Bid(s)	3 days following the Qualified Bid Deadline
Auction (if required)	3 business days following Selection of Qualified Bid(s)
Approval and Vesting Order hearing	Within 10 days after the selection of the Successful Bid
Outside Date for Closing of Successful Bid	To be determined <sup>3</sup>

4. The Receiver notes that the Sale Process contemplates a phased bid deadline, with a 30-day deadline to submit a letter of intent ("LOI"), which, among other things, reflects a reasonable prospect of culminating in a Qualified Bid. This allows interested parties the flexibility of an additional 15 days to prepare a Qualified Bid.
5. The Receiver is of the view that the duration of the Sale Process is sufficient to allow interested parties to perform diligence and submit offers, and is consistent with the timelines and structure for sales processes involving a stalking horse in other insolvency proceedings.

### 5.2.1 Marketing Process

1. The Receiver will prepare and disseminate the marketing materials and solicit interest from parties potentially interested in pursuing a transaction, as identified by the Receiver (each, a "Potential Bidder").
2. In particular, the Receiver will:
  - a) as soon as reasonably practicable following the granting of the Sale Process Order, prepare and disseminate marketing materials and a process letter to Potential Bidders identified by the Receiver, including a form of non-disclosure agreement (an "NDA");
  - b) provide access to a data room containing diligence information to Potential Bidders, subject to execution of an NDA; and
  - c) request that such parties (other than the Stalking Horse Purchaser) submit: (i) an LOI by the LOI Deadline which: (a) identifies the potential bidder and a general description of the Property that would be the subject of the bid, (b) the proposed consideration, and (c) reflects a reasonable prospect of culminating in a Qualified Bid, as determined by the Receiver; and (ii) a binding offer meeting the criteria of a Qualified Bid as described in Section 8 of the Sale Process, as determined by the Receiver, by the Qualified Bid Deadline.
3. A Potential Bidder that wishes to make a bid must deliver a written copy of its bid and other materials required by the Sale Process by no later than 5:00 p.m. (Eastern Time) on the LOI Deadline and Qualified Bid Deadline, as applicable.

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<sup>3</sup> The outside date for the closing of the Successful Bid shall be determined by the Receiver, KingSett and the Stalking Horse Purchaser, except that the Outside Date for the Stalking Horse Bid, if it is selected as the Successful Bid, shall be August 31, 2024.

## 5.2.2 Qualified Bids

1. To be a “Qualified Bid”, a bid must, among other things, meet the following requirements:
  - a) provide consideration in excess of the sum of:
    - i. the Priority Payables;
    - ii. the amount outstanding under the KingSett Indebtedness, including all principal, accrued interest, fees, costs and amounts on account of protective disbursements;
    - iii. the Assumed Liabilities under the Stalking Horse APS, including the Assumed Mortgages;
    - iv. the Break Fee (\$1,200,000); and
    - v. a minimum bid increment of at least \$250,000 ((i) to (v) collectively being the “Consideration Value”);
  - b) provide for a closing of the transaction by not later than the Outside Date;
  - c) include:
    - i. duly executed and binding transaction documents, as well as a redline of the submitted transaction document against the Stalking Horse APS;
    - ii. the legal name and identity (including jurisdiction of existence) and contact information of the Potential Bidder, full disclosure of its direct and indirect principals, and the name(s) of its controlling equityholder(s); and
    - iii. disclosure of any connections or agreements with the Debtors or any of their affiliates;
  - d) be accompanied by a cash deposit equal to at least 10% of the Consideration Value provided for in the bid, which Deposit shall be retained by the Receiver in a non-interest-bearing trust account in accordance with the terms thereof;
  - e) provide that the bid will serve as a Back-Up Bid if it is not selected as the Successful Bid (as defined below) and if selected as the Back-Up Bid, it will remain irrevocable until the earlier of: (i) closing of the Successful Bid; or (ii) closing of the Back-Up Bid;
  - f) not include a provision making the Potential Bidder’s offer conditional on obtaining financing or any internal approval or on the outcome of unperformed due diligence;
  - g) not include a provision requesting or entitling the Potential Bidder to any termination or break-up fee, expense reimbursement or similar type of payment; and

- h) provide evidence of a commitment for financing or other evidence of ability to consummate the proposed transaction.
- 2. Notwithstanding the qualification requirements in the Sale Process, the transaction contemplated by the Stalking Horse APA (the “Stalking Horse Bid”) is deemed to be a Qualified Bid.

### **5.2.3 Selection of Successful Bid**

- 1. If, by the LOI Deadline: (a) no LOI has been received, (b) no single LOI has been received with consideration at least as much as the Consideration Value, or (c) no group of LOIs have been received in respect of different Property with aggregate consideration at least as much as the Consideration Value, then the Sale Process shall be deemed to be terminated and the Stalking Horse Bid shall be designated as the Successful Bid and shall be consummated in accordance with and subject to the terms of the Stalking Horse APS.
- 2. If no Qualified Bids are submitted by the Qualified Bid Deadline, the Purchaser will be the Successful Bidder and the Stalking Horse Bid will be the Successful Bid.
- 3. If one or more Qualified Bids (other than the Stalking Horse Bid) have been received by the Receiver on or before the Qualified Bid Deadline, the Receiver will proceed with an auction process to determine the successful bid(s), which Auction shall be administered in accordance with Schedule “C” to the Sale Process. Upon determining that an Auction is required, the Receiver shall provide written notice of the Auction to each party that submitted a Qualified Bid (including the Purchaser), along with copies of all Qualified Bids and a statement by the Receiver specifying which Qualified Bid is the leading bid. The successful bid(s) selected within the Auction shall constitute the “Successful Bid”.
- 4. Following selection of the Successful Bid, the Receiver, with the assistance of its advisors, shall seek to finalize any remaining necessary definitive agreement(s) with respect to the Successful Bid in accordance with the key milestones under the Sale Process, including seeking an Approval and Vesting Order in connection with the Successful Bid.

### **5.3 Sale Process and Stalking Horse APS Recommendation**

- 1. The Receiver requests and recommends that this Court issue the proposed Sale Process Order for the following reasons:
  - a) the Sale Process provides for a wide marketing of the Property, will test the market for the Property for the benefit of all stakeholders and is commercially efficient;
  - b) the bidding procedures contemplated under the Sale Process provide an opportunity to complete a transaction with greater value than the Stalking Horse APS, which benefits all stakeholders, and optimizes the chances of securing the best possible price for the Property;

- c) in the circumstances, the Stalking Horse APS is fair and reasonable and it is in the best interests of the Debtors' stakeholders that the Stalking Horse APS be preserved in order to have the opportunity to maximize value and to protect downside risk in the event that a superior transaction is not identified;
- d) the Receiver is of the view that the duration of the Sale Process is sufficient to allow interested parties to perform diligence and submit offers;
- e) KingSett, MarshallZehr and AI (which is an affiliate of the Purchaser), which together represent the major financial stakeholders of the Debtors, are supportive of the Sale Process, the Stalking Horse APS and the Break Fee;
- f) the Break Fee is fair and reasonable in the circumstances and will not discourage interested parties from submitting offers in the Sale Process; and
- g) as at the date of this Report, the Receiver is not aware of any objections to the relief sought pursuant to the proposed Sale Process Order.

## 6.0 Conclusion

1. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court make an order granting the relief detailed in Section 1.1(1) (d) of this Report.

\* \* \*

All of which is respectfully submitted,

*KSV Restructuring Inc.*

**KSV RESTRUCTURING INC.,  
SOLELY IN ITS CAPACITY AS RECEIVER AND MANAGER OF CERTAIN PROPERTY,  
ASSETS AND UNDERTAKINGS OF  
MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD.  
AND 2552741 ONTARIO INC.  
AND NOT IN ITS PERSONAL OR IN ANY OTHER CAPACITY**

## **Appendix “C”**

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE	)	THURSDAY, THE 30 <sup>th</sup>
	)	
JUSTICE STEELE	)	DAY OF MAY, 2024

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**

**ORDER  
(SALE PROCESS APPROVAL)**

**THIS MOTION**, made by KSV Restructuring Inc. in its capacity as the Court-appointed receiver and manager (in such capacity, the “**Receiver**”) of the real property legally described in **Schedule “A”** hereto (the “**Lands**”) and all present and future assets, undertakings and personal property, with the exception of certain deposit monies, of Maplevue Developments Ltd. (“**Maplevue**”), Pace Maplevue Ltd. (“**Pace**”) and 2552741 Ontario Inc. (“**255 Ontario**” and together with Maplevue and Pace, the “**Debtors**” and each a “**Debtor**”), located at, related to,

used in connection with or arising from or out of the Lands or which is necessary to the use and operation of the Lands, including all proceeds thereto (collectively, the “**Mapleview Property**”), for an order, *inter alia*, approving a sale process in respect of the Mapleview Property, in the form attached hereto as **Schedule “B”** (the “**Mapleview Sale Process**”) was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

**ON READING** the First Report of the Receiver dated May 21, 2024 and the Appendices thereto (the “**First Report**”) and on hearing the submissions of counsel for the Receiver, the Applicant, the Stalking Horse Purchaser (as defined below) and the other parties listed on the counsel slip, no one else appearing for any other party although duly served as appears from the affidavit of service of Marleigh Dick affirmed May 27, 2024,

### **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the First Report.

### **SALE PROCESS**

3. **THIS COURT ORDERS** that the Mapleview Sale Process is hereby approved and the Receiver is hereby authorized and directed to implement the Mapleview Sale Process pursuant to the terms thereof and is hereby authorized and directed to perform its obligations thereunder and to do all things reasonably necessary to perform its obligations thereunder, subject to prior approval of the Court being obtained before completion of any transaction under the Mapleview Sale Process.
4. **THIS COURT ORDERS** that the Receiver and its affiliates, partners, directors, officers, employees, legal advisors, representatives, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of the Mapleview Sale Process, except to the extent of losses, claims, damages or liabilities that arise or result from the gross negligence or wilful misconduct



of the Receiver in performing its obligations under the Maplevue Sale Process, as determined by this Court in a final order that is not subject to appeal or other review.

5. **THIS COURT ORDERS** that, in conducting the Maplevue Sale Process, the Receiver shall have all of the benefits and protections granted to it under the *Bankruptcy and Insolvency Act* R.S.C. 1985, c. B-3, as amended, the Receivership Order and any other Order of this Court in the within proceeding.

### **STALKING HORSE PURCHASE AGREEMENT**

6. **THIS COURT ORDERS** that the Receiver is hereby authorized and empowered, *nunc pro tunc*, to enter into the asset purchase agreement dated May 9, 2024 (the “**Stalking Horse Purchase Agreement**”) between the Receiver and Dunsire Homes Inc. (in such capacity, the “**Stalking Horse Purchaser**”) in the form attached as Appendix “D” to the First Report with such minor amendments as may be acceptable to each of the parties thereto; provided that nothing herein approves the sale and the vesting of any Maplevue Property to the Stalking Horse Purchaser pursuant to the Stalking Horse Purchase Agreement and that the approval of any sale and vesting of any such Maplevue Property shall be considered by this Court on a subsequent motion made to this Court if the transaction set out in the Stalking Horse Purchase Agreement is the Successful Bid pursuant to the Maplevue Sale Process.

### **BREAK FEE**

7. **THIS COURT ORDERS** that the Break Fee (as set out in the Stalking Horse Purchase Agreement) is hereby approved and the Receiver is hereby authorized and directed to pay the Break Fee to the Stalking Horse Purchaser in the manner and circumstances described in the Stalking Horse Purchase Agreement.

### **PIPEDA**

8. **THIS COURT ORDERS that**, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 and any similar legislation in any other applicable jurisdictions, the Receiver and its advisors are hereby authorized and permitted to disclose and transfer to prospective Maplevue Sale Process participants that are party to a non-disclosure agreement with the Receiver (each, a “**Sale Process Participant**”) and their respective

advisors personal information of identifiable individuals, but only to the extent required to negotiate or attempt to complete a transaction pursuant to the Maplevue Sale Process (a “**Transaction**”). Each Sale Process Participant to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation for the purpose of effecting a Transaction, and, if it does not complete a Transaction, shall return all such information to the Receiver, or, in the alternative, destroy all such information and provide confirmation of its destruction if requested by the Receiver. The bidder with a Successful Bid shall maintain and protect the privacy of such information and, upon closing of the Transaction(s) contemplated in the Successful Bid(s), shall be entitled to use the personal information provided to it that is related to the Debtors’ business and/or property acquired pursuant to the Maplevue Sale Process in a manner that is in all material respects identical to the prior use of such information by Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed and provide confirmation of its destruction if requested by the Receiver.

## **GENERAL**

9. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

10. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal and regulatory or administrative bodies, having jurisdiction in Canada or in any other foreign jurisdiction, to give effect to this Order and to assist the Receiver and its respective agents in carrying out the terms of this Order. All courts, tribunals and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its respective agents in carrying out the terms of this Order.

11. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.

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**SCHEDULE "A"**  
**MAPLEVIEW REAL PROPERTY**

**59497-0001 (LT)**

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

**58091-5319 (LT)**

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

**58091-5140 (LT)**

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

**58091-5139 (LT)**

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

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

**58091-5138 (LT)**

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

**58091-5137 (LT)**

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

**58091-5136 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 114, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820

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

**58091-5135 (LT)**

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

**58091-5134 (LT)**

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

**58091-5133 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 111, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5116 (LT)**

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

**58091-5115 (LT)**

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

**58091-5114 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 92, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5113 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 91, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO

AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5112 (LT)**

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

**58091-5111 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 89, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5110 (LT)**

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

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

**58091-5109 (LT)**

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

**58091-5098 (LT)**

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

**58091-5083 (LT)**

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



**58091-5072 (LT)**

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

**58091-5071 (LT)**

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

**58091-5070 (LT)**

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

**58091-5069 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 47, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON

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

**58091-5068 (LT)**

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

**58091-5067 (LT)**

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

**58091-5066 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 44, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193

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

**58091-5065 (LT)**

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

**58091-5048 (LT)**

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

**58091-5047 (LT)**

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

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

**58091-5046 (LT)**

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

**58091-5045 (LT)**

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

**58091-5044 (LT)**

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

**58091-5043 (LT)**

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

**58091-5042 (LT)**

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

**58091-5041 (LT)**

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

**58091-4598 (LT)**

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

**58091-3902 (LT)**

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

**58091-3901 (LT)**

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

**58091-3900 (LT)**

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

**58091-3899 (LT)**

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

**58091-3898 (LT)**

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

**58091-3897 (LT)**

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

**58091-3896 (LT)**

BLOCK 17, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN

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

**58091-3895 (LT)**

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

**58091-3894 (LT)**

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

**58091-3893 (LT)**

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

**58091-3891 (LT)**

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

**58091-3890 (LT)**

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

**58091-3889 (LT)**

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

**58091-3888 (LT)**

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

**58091-3886 (LT)**

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

**58091-4802 (LT)**

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



**SCHEDULE “B”**  
**MAPLEVIEW SALE PROCESS**

# Mapleview Sale Process

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1. On March 21, 2024, the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) granted an order (the “**Receivership Order**”), among other things, appointing KSV Restructuring Inc. as the receiver and manager (in such capacity, the “**Receiver**”) of the real property legally described in **Schedule “A”** hereto (the “**Lands**”) and all present and future assets, undertakings and personal property, with the exception of certain deposit monies, of Mapleview Developments Ltd. (“**Mapleview**”), Pace Mapleview Ltd. (“**Pace**”) and 2552741 Ontario Inc. (“**255 Ontario**” and together with Mapleview and Pace, the “**Debtors**” and each a “**Debtor**”), located at, related to, used in connection with or arising from or out of the Lands or which is necessary to the use and operation of the Lands, including all proceeds thereto (collectively, the “**Mapleview Property**”).
2. On May 30, 2024, the Court granted an order (the “**Mapleview Sale Process Order**”) that, among other things: (a) authorized the Receiver to implement a sale process in accordance with the terms hereof (“**Sale Process**”); and (b) authorized and empowered the Receiver to enter into the Asset Purchase Agreement between the Receiver and Dunsire Homes Inc. (in such capacity, “**Stalking Horse Purchaser**”) dated May 9, 2024 (the “**Stalking Horse Purchase Agreement**”). Capitalized terms that are not otherwise defined herein have the meanings ascribed to them in the Mapleview Sale Process Order or the Stalking Horse Purchase Agreement, as the case may be. A copy of the Mapleview Sale Process Order can be found at <https://www.ksvadvisory.com/experience/case/mapleview>.
3. This Sale Process sets out the manner in which: (a) binding bids for executable transaction alternatives that are superior to the sale transaction contemplated by the Stalking Horse Purchase Agreement involving the property and assets of the Debtors will be solicited from interested parties; (b) any such bids received will be addressed; (c) any Successful Bid (as defined below) will be selected; and (d) Court approval of any Successful Bid will be sought.
4. This Sale Process shall be conducted by the Receiver and the Receiver shall be entitled to receive all information in relation to the Sale Process.
5. Parties who wish to have their bids considered must participate in this Sale Process as conducted by the Receiver.
6. This Sale Process will be conducted such that the Receiver will:
  - a) disseminate marketing materials and a process letter to potentially interested parties identified by the Receiver;
  - b) solicit interest from parties with a view to such interested parties entering into non-disclosure agreements in form and substance satisfactory to the Receiver in its sole discretion (each a “**NDA**”) (parties shall only obtain access to the data room and be permitted to participate in this Sale Process if they execute an NDA and agree to

the additional measures that are required by the Receiver to protect competitively sensitive information);

- c) provide applicable parties with access to a data room containing diligence information; and
  - d) request that such parties (other than the Stalking Horse Purchaser) submit (i) a letter of intent to bid that identifies the potential bidder and a general description of the Maplevue Property that would be the subject of the bid, the proposed consideration, and that reflects a reasonable prospect of culminating in a Qualified Bid (as defined below), as determined by the Receiver (a “**LOI**”), by the LOI Deadline (as defined below) and, if applicable, (ii) a binding offer meeting at least the requirements set forth in Section 8 below, as determined by the Receiver (a “**Qualified Bid**”), by the Qualified Bid Deadline (as defined below).
7. This Sale Process shall be conducted subject to the terms hereof and the following key milestones:
- a) the Receiver to commence the solicitation process – as soon as practicable following the granting of the Maplevue Sale Process Order;
  - b) the deadline to submit a LOI – 5:00 p.m. Eastern Time on July 3, 2024 (the “**LOI Deadline**”);
  - c) the deadline to submit a Qualified Bid – 5:00 p.m. Eastern Time on July 18, 2024 (the “**Qualified Bid Deadline**”);
  - d) Receiver to determine whether a bid is a Qualified Bid and, if applicable, to notify those parties who submitted a Qualified Bid of the Auction (as defined below) – 5:00 p.m. Eastern Time on July 22, 2024;
  - e) Receiver to hold an Auction (if applicable) – within three (3) business days of the Receiver determining that the Auction will take place;
  - f) Approval and Vesting Order (as defined below) hearing – by no later than ten (10) calendar days following the selection (or deemed selection) of the Successful Bid; and
  - g) the closing of the Successful Bid – as soon as reasonably practicable after the Approval and Vesting Order and, in any event, after the later of 30 days after selection of the Successful Bid or the first Business Day that is three Business Days following the date the Approval and Vesting Order becomes a Final Order, or such later date as agreed to among the Receiver, KingSett Mortgage Corporation (“**KingSett**”) and the Stalking Horse Purchaser (the “**Outside Date**”), except that the Outside Date for the Stalking Horse Bid shall be, if the Stalking Horse Bid is selected as the Successful Bid, as set out in the Stalking Horse Purchase Agreement.

8. In order to constitute a Qualified Bid, a bid must comply with the following:

- a) it provides consideration that, in the opinion of the Receiver, is superior to the consideration provided for in the Stalking Horse Purchase Agreement, which for greater certainty includes the amount of the Priority Payables (as defined in the Stalking Horse Purchase Agreement), the amount outstanding under the charge registered on title to the Lands bearing registration number SC1950702 in favour of KingSett on closing of the transaction contemplated thereunder, as determined by the Receiver and the amount of the Assumed Liabilities (as defined in the Stalking Horse Purchase Agreement), among other things, plus a minimum amount equal to the Break Fee plus \$250,000; (the “**Consideration Value**”), and provides a detailed schedule that identifies, with specificity, the composition and sources of the Consideration Value and any assumptions that could reduce the net consideration payable including details of any material liabilities that are being assumed or being excluded;
- b) it provides for the closing of the transaction contemplated thereunder by no later than the Outside Date;
- c) it contains:
  - i. the legal name and identity (including jurisdiction of existence) and contact information of the bidder, full disclosure of its direct and indirect principals, and the name(s) of its controlling equityholder(s) and/or sponsors;
  - ii. a purchase agreement duly executed and binding on the bidder;
  - iii. a redline of the purchase agreement to the Stalking Horse Purchase Agreement;
  - iv. evidence of authorization and approval from the bidder’s board of directors (or comparable governing body) and, if necessary to complete the transaction, the bidder’s equityholder(s) in form and substance reasonably satisfactory to the Receiver;
  - v. disclosure of any connections or agreements with the Debtors or any of their affiliates, any known, potential, prospective bidder, or any officer, manager, director, member or known equity security holder of the Debtors or any of their affiliates; and
  - vi. such other information as may be reasonably requested by the Receiver;
- d) it includes a letter stating that the bid is submitted in good faith, is binding and is irrevocable until closing of the Successful Bid; provided, that if such bid is not selected as the Successful Bid or as the next-highest or otherwise best Qualified

Bid as compared to the Successful Bid (such bid, the “**Back-Up Bid**”) it shall only remain irrevocable until selection of the Successful Bid;

- e) it provides that the bid will serve as the Back-Up Bid if it is not selected as the Successful Bid and if selected as the Back-Up Bid it will remain irrevocable until the earlier of: (i) closing of the Successful Bid, or (ii) closing of the Back-Up Bid;
- f) it provides written evidence of a bidder’s ability to fully fund and consummate the transaction (including financing required, if any, prior to the closing of the transaction to finance the receivership proceedings) and satisfy its obligations under the transaction documents, including binding equity/debt commitment letters and/or guarantees covering the full value of all cash consideration and the additional items (in scope and amount) covered by the guarantees provided by affiliates of the bidder in connection with the Successful Bid;
- g) it does not include any request for or entitlement to any break fee, expense reimbursement or similar type of payment;
- h) it is not conditional upon:
  - i. approval from the bidder’s board of directors (or comparable governing body) or, if applicable, equityholder(s);
  - ii. the outcome of any due diligence by the bidder; or
  - iii. the bidder obtaining financing;
- i) it includes an acknowledgment and representation that the bidder:
  - i. has had an opportunity to conduct any and all required due diligence prior to making its bid, and has relied solely upon its own independent review, investigation and inspection in making its bid;
  - ii. is not relying upon any written or oral statements, representations, promises, warranties, conditions, or guaranties whatsoever, whether express or implied (by operation of law or otherwise), made by any person or party, including the Receiver and its employees, officers, directors, agents, advisors and other representatives, regarding the proposed transaction, this Sale Process, or any information (or the completeness of any information) provided in connection therewith, except as expressly stated in the proposed transaction documents;
  - iii. is making its bid on an “as is, where is” basis and without surviving representations or warranties of any kind, nature, or description by the Receiver or any of its employees, officers, directors, agents, advisors and

other representatives, except to the extent set forth in the proposed transaction documents;

- iv. is bound by this Sale Process and the Maplevue Sale Process Order; and
  - v. is subject to the exclusive jurisdiction of the Court with respect to any disputes or other controversies arising under or in connection with this Sale Process or its bid;
  - j) it specifies any regulatory or other third-party approvals the party anticipates would be required to complete the proposed transaction (including the anticipated timing necessary to obtain such approvals);
  - k) it is accompanied by a cash deposit (the “**Deposit**”) by wire transfer of immediately available funds equal to 10% of the Consideration Value, which Deposit shall be retained by the Receiver in a non-interest bearing trust account in accordance with the terms hereof;
  - l) it includes a statement that the bidder will bear its own costs and expenses (including legal and advisor fees) in connection with the proposed transaction, and by submitting its bid is agreeing to refrain from and waive any assertion or request for reimbursement on any basis; and
  - m) it is received by the Receiver by the Qualified Bid Deadline at the email addresses specified on **Schedule “B”** hereto.
9. The Qualified Bid Deadline may be extended by the Receiver, with the prior written consent of KingSett and the Stalking Horse Purchaser, or by further order of the Court.
10. The Receiver may, in consultation with KingSett, waive compliance with any one or more of the requirements specified in Section 8 above and deem a non-compliant bid to be a Qualified Bid, provided that the Receiver shall not waive compliance with the requirements specified in Subsections 8(a), (b), (c), (d), (f), (i), (j), (k) or (m) without the prior written consent of KingSett and the Stalking Horse Purchaser, each acting reasonably.
11. Notwithstanding the requirements specified in Section 8 above, the transaction contemplated by the Stalking Horse Purchase Agreement (the “**Stalking Horse Bid**”), is deemed to be a Qualified Bid.
12. If one or more Qualified Bids (other than the Stalking Horse Bid) have been received by the Receiver on or before the Qualified Bid Deadline, the Receiver will proceed with an auction process to determine the successful bid(s) (the “**Auction**”), which Auction shall be administered in accordance with **Schedule “C”** hereto. The successful bid(s) selected within the Auction shall constitute the “Successful Bid”. Forthwith upon determining to proceed with an Auction, the Receiver shall provide written notice to each party that submitted a Qualified Bid (including the Stalking Horse Purchaser) in accordance with the terms herein, along with copies of all Qualified Bids and a statement by the Receiver specifying which Qualified Bid is the leading bid.

13. If, by the LOI Deadline, (a) no LOI has been received, (b) no single LOI has been received with consideration at least as much as the Consideration Value, or (c) no group of LOIs have been received in respect of different Maplevue Property with aggregate consideration at least as much as the Consideration Value, then the Sale Process shall be deemed to be terminated and the Stalking Horse Bid shall be the Successful Bid and shall be consummated in accordance with and subject to the terms of the Stalking Horse Purchase Agreement.
14. If, by the Qualified Bid Deadline, no Qualified Bid (other than the Stalking Horse Bid) has been received by the Receiver, then the Stalking Horse Bid shall be deemed the Successful Bid and shall be consummated in accordance with and subject to the terms of the Stalking Horse Purchase Agreement.
15. Following selection of the Successful Bid, the Receiver, with the assistance of its advisors, shall seek to finalize any remaining necessary definitive agreement(s) with respect to the Successful Bid in accordance with the milestones set out in Section 7. Once the necessary definitive agreement(s) with respect to a Successful Bid have been finalized, as determined by the Receiver, the Receiver shall apply to the Court for an order or orders approving such Successful Bid and/or the mechanics to authorize the Receiver to complete the transactions contemplated thereby, as applicable, and authorizing the Receiver to: (a) enter into any and all necessary agreements and related documentation with respect to the Successful Bid; (b) undertake such other actions as may be necessary to give effect to such Successful Bid; and (c) implement the transaction(s) contemplated by such Successful Bid (each, an **“Approval and Vesting Order”**). If the Successful Bid is not consummated in accordance with its terms, the Receiver shall be authorized, but not required, to elect that the Back-Up Bid (if any) is the Successful Bid.
16. If a Successful Bid is selected and an Approval and Vesting Order authorizing the consummation of the transaction contemplated thereunder is granted by the Court, any Deposit paid in connection with such Successful Bid will be non-refundable and shall, upon closing of the transaction contemplated by such Successful Bid, be applied to the cash consideration to be paid in connection with such Successful Bid or be dealt with as otherwise set out in the definitive agreement(s) entered into in connection with such Successful Bid. Any Deposit delivered with a bid, other than the Stalking Horse Bid, that is not selected as a Successful Bid will be returned, without interest thereon, to the applicable bidder as soon as reasonably practicable (but not later than ten (10) business days) after the date upon which the Successful Bid is approved pursuant to the Approval and Vesting Order or such earlier date as may be determined by the Receiver; provided, however, that the Deposit in respect of the Back-Up Bid shall not be returned to the applicable bidder until the closing of the Successful Bid.
17. The Receiver shall be permitted, in its discretion, to provide general updates and information in respect of this Sale Process to any creditor (each a **“Creditor”**) on a confidential basis, upon: (a) the irrevocable confirmation in writing from such Creditor that it will not submit any bid in this Sale Process; and (b) such Creditor executing a

confidentiality agreement with the Receiver, in form and substance satisfactory to the Receiver.

18. Any amendments to this Sale Process may only be made by the Receiver, or by further order of the Court, provided that the Receiver shall not extend the Qualified Bid Deadline or amend the requirements specified in 8(a), (b), (c), (d), (f), (i), (j), (k) or (m) without the prior written consent of KingSett and the Stalking Horse Purchaser, each acting reasonably.



**SCHEDULE "A"**  
**MAPLEVIEW REAL PROPERTY**

**59497-0001 (LT)**

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

**58091-5319 (LT)**

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

**58091-5140 (LT)**

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

**58091-5139 (LT)**

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

AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5138 (LT)**

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

**58091-5137 (LT)**

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

**58091-5136 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 114, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER

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

**58091-5135 (LT)**

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

**58091-5134 (LT)**

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

**58091-5133 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 111, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5116 (LT)**

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

**58091-5115 (LT)**

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

**58091-5114 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 92, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5113 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 91, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO

AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5112 (LT)**

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

**58091-5111 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 89, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5110 (LT)**

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

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

**58091-5109 (LT)**

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

**58091-5098 (LT)**

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

**58091-5083 (LT)**

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

**58091-5072 (LT)**

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

**58091-5071 (LT)**

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

**58091-5070 (LT)**

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

**58091-5069 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 47, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO

AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5068 (LT)**

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

**58091-5067 (LT)**

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

**58091-5066 (LT)**

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



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

**58091-5065 (LT)**

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

**58091-5048 (LT)**

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

**58091-5047 (LT)**

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

**58091-5046 (LT)**

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

**58091-5045 (LT)**

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

**58091-5044 (LT)**

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

**58091-5043 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 21, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON

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

**58091-5042 (LT)**

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

**58091-5041 (LT)**

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

**58091-4598 (LT)**

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

**58091-3902 (LT)**

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

**58091-3901 (LT)**

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

**58091-3900 (LT)**

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

**58091-3899 (LT)**

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

**58091-3898 (LT)**

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

**58091-3897 (LT)**

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

**58091-3896 (LT)**

BLOCK 17, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-

43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; CITY OF BARRIE

**58091-3895 (LT)**

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

**58091-3894 (LT)**

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

**58091-3893 (LT)**

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

**58091-3891 (LT)**

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

**58091-3890 (LT)**

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

**58091-3889 (LT)**

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

**58091-3888 (LT)**

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

**58091-3886 (LT)**

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

**58091-4802 (LT)**

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

**SCHEDULE "B": E-MAIL ADDRESSES FOR DELIVERY OF BIDS**

To the Receiver:

[ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com); [mtallat@ksvadvisory.com](mailto:mtallat@ksvadvisory.com)

With a copy to the counsel for the Receiver:

[mwasserman@osler.com](mailto:mwasserman@osler.com); [drosenblat@osler.com](mailto:drosenblat@osler.com); [bmcradu@osler.com](mailto:bmcradu@osler.com)

## **SCHEDULE “A”: AUCTION PROCEDURES**

1. **Auction.** If the Receiver receives at least one Qualified Bid (other than the Stalking Horse Bid), the Receiver will conduct and administer the Auction in accordance with the terms of the Sale Process. Instructions to participate in the Auction, which will take place via video conferencing, will be provided to Qualified Parties (as defined below) not less than 24 hours prior to the Auction.

2. **Participation.** Only parties that provided a Qualified Bid by the Qualified Bid Deadline, including the Stalking Horse Bid (collectively, the “**Qualified Parties**” and each a “**Qualified Party**”), shall be eligible to participate in the Auction. No later than 3:00 pm Eastern Time on the day prior to the Auction, each Qualified Party (other than the Stalking Horse Purchaser) must inform the Receiver whether it intends to participate in the Auction. The Receiver will promptly thereafter inform in writing each Qualified Party who has expressed its intent to participate in the Auction of the identity of all other Qualified Parties that have indicated their intent to participate in the Auction. If no Qualified Party provides such expression of intent, the Stalking Horse Bid shall be the Successful Bid.

3. **Auction Procedures.** The Auction shall be governed by the following procedures:

- a. **Attendance.** Only the Receiver, the Qualified Parties, and each of their respective advisors will be entitled to attend the Auction, and only the Qualified Parties will be entitled to make any subsequent Overbids (as defined below) at the Auction;
- b. **Minimum Overbid.** The Auction shall begin with the Qualified Bid that represents the highest or otherwise best Qualified Bid as determined by the Receiver (the “**Initial Bid**”), and any bid made at the Auction by a Qualified Party subsequent to the Receiver’s announcement of the Initial Bid (each, an “**Overbid**”), must proceed in minimum additional cash increments of \$250,000;
- c. **Bidding Disclosure.** The Auction shall be conducted such that all bids will be made and received in one group video-conference, on an open basis, and all Qualified Parties will be entitled to be present for all bidding with the understanding that the true identity of each Qualified Party will be fully disclosed to all other Qualified Parties and that all material terms of each subsequent bid will be fully disclosed to all other Qualified Parties throughout the entire Auction; provided, however, that the Receiver, in its discretion, may establish separate video conference rooms to permit interim discussions between the Receiver and individual Qualified Parties with the understanding that all formal bids will be delivered in one group video conference, on an open basis;
- d. **Bidding Conclusion.** The Auction shall continue in one or more rounds and will conclude after each participating Qualified Party has had the opportunity to submit one or more additional bids with full knowledge and written confirmation of the then-existing highest bid(s); and



- e. **No Post-Auction Bids.** No bids will be considered for any purpose after the Auction has concluded.
- f. **Auction Cancellation/Postponement.** The Receiver reserves the right to cancel or postpone the Auction.
- g. **Additional Rules.** Except as otherwise set forth herein, the Receiver may establish additional rules for conducting the Auction, provided that such rules are: (a) disclosed to each participating Qualified Party; (b) designed, in the Receiver's business judgment, to result in the highest and otherwise best offer; and (c) not contrary to any material term set out herein.

4. **Selection.** Before the conclusion of the Auction, the Receiver, will: (a) review each Qualified Bid, considering the factors set out in Section 8 of the Sale Process and, among other things, (i) the amount of consideration being offered and, if applicable, the proposed form, composition and allocation of same, (ii) the value of any assumption of liabilities or waiver of liabilities not otherwise accounted for in prong (i) above; (iii) the likelihood of the Qualified Party's ability to close a transaction by the Outside Date and the timing thereof (including factors such as the transaction structure and execution risk, including conditions to, timing of, and certainty of closing; termination provisions; availability of financing and financial wherewithal to meet all commitments; and required governmental or other approvals), (iv) the likelihood of the Court's approval of the Qualified Bid, and (v) any other factors the Receiver may, consistent with its fiduciary duties, reasonably deem relevant; and (b) identify the highest or otherwise best bid received at the Auction (the "**Successful Bid**" and the Qualified Party making such bid, the "**Successful Party**").

5. **Acknowledgement.** The Successful Party shall complete and execute all agreements, contracts, instruments or other documents evidencing and containing the terms and conditions upon which the Successful Bid was made within one business day of the Successful Bid being selected as such, unless extended by the Receiver, subject to the milestones set forth in Section 7 of the Sale Process.

KINGSETT MORTGAGE CORPORATION

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

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

*Ontario*  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

Proceeding commenced at Toronto

**ORDER**  
**(Sale Process Approval)**

**OSLER, HOSKIN & HARCOURT LLP**

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Toronto, ON M5X 1B8  
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Tel: 416.862.4204  
Email: [bmcradu@osler.com](mailto:bmcradu@osler.com)

Lawyers for the Receiver

## **Appendix “D”**

**KSV RESTRUCTURING INC.**, in its capacity as court-appointed receiver and manager and not in its personal or any other capacity of the real property legally described in Schedule “A” hereto and all present and future assets, undertakings and personal property, with the exception of certain deposit monies, of Maplevue Developments Ltd., Pace Maplevue Ltd. and 2552741 Ontario Inc, located at, related to, used in connection with or arising from or out of such real property or which is necessary to the use and operation of such real property

as Receiver

and

**DUNSIRE HOMES INC.**

as Purchaser

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**STALKING HORSE**

**AGREEMENT OF PURCHASE AND SALE**

**May 9, 2024**

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## STALKING HORSE AGREEMENT OF PURCHASE AND SALE

This Agreement made as of May 9, 2024, between:

**KSV RESTRUCTURING INC.**, in its capacity as court-appointed receiver and manager and not in its personal or any other capacity (in such capacity, the “**Receiver**”) of the real property legally described in Schedule “A” hereto (the “**Lands**”) and all present and future assets, undertakings and personal property, with the exception of the Deposit Monies (as defined below), of Maplevue Developments Ltd. (“**Maplevue**”), Pace Maplevue Ltd. (“**Pace**”) and 2552741 Ontario Inc. (“**255 Ontario**”) and together with Maplevue and Pace, the “**Debtors**” and each a “**Debtor**”), located at, related to, used in connection with or arising from or out of the Lands or which is necessary to the use and operation of the Lands, including all proceeds therefrom

(the “**Receiver**”)

and

**DUNSIRE HOMES INC.**, a corporation incorporated pursuant to the laws of the Province of Ontario

(the “**Purchaser**”)

### WHEREAS:

- A. 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, without security, of the Lands and all present and future assets, undertakings and personal property, with the exception of the Deposit Monies (as defined below), of the Debtors, located at, related to, used in connection with or arising from or out of the Lands or which is necessary to the use and operation of the Lands, including all proceeds therefrom (together with the Lands, the “**Debtor Property**”);
- B. Following execution of this Agreement, the Receiver intends to seek the Sale Process Order (as defined herein), among other things, approving: (a) the Sale Process (as defined herein), (b) this Agreement solely as a “stalking horse bid” pursuant to the Sale Process, and (c) the Break Fee (as defined herein);
- C. Subject to the terms and conditions contained herein, the Purchaser has agreed to make a “**Stalking Horse Bid**” to purchase the Purchased Assets (as hereinafter defined), such that in the absence of the Receiver accepting a bid pursuant to the Sale Process that is superior to the bid contained in this Agreement, as determined by the Receiver and in accordance with the Sale Process, the Purchaser has agreed to purchase the Debtors’ right, title and interest in and to the Purchased Assets (as defined herein) on the terms set out in this Agreement.

- D. Aggregated Investments Inc. (“**AI**”) is the sole beneficial owner of the charges registered on title to certain of the Lands and bearing registration numbers (i) SC1629459, as amended by charge amending agreements bearing registrations numbers SC1865269 and SC1922627 and (ii) SC1688997, as amended by charge amending agreements bearing registrations numbers SC1804677, SC1865270 and SC1922628 (collectively, the “**Charge**”). MarshallZehr Group Inc. (“**MarshallZehr**”) is a bare trustee of AI’s rights under the Charge.
- E. On March 20, 2024, AI took an assignment of the charge registered on title to PIN 58091-4802 (LT) bearing registration number SC1671569 as amended by a charge amending agreement bearing registrations number SC1950534 (the “**Former Vector Charge**” and collectively with the Charge, the “**Assumed Mortgages**”) and is the sole legal and beneficial owner of same.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are acknowledged, and for other good and valuable consideration, the Parties hereby agree as follows:

## **ARTICLE 1 INTERPRETATION**

### **Section 1.1 Definitions.**

As used in this Agreement, the following terms shall have the following meanings:

“**Affiliate**” means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with that specified Person. For the purposes of this definition, "control" (including with correlative meanings, controlling, controlled by and under common control with) means the power to direct or cause the direction of the management and policies of that Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and, it being understood and agreed that with respect to a corporation or partnership, control shall mean direct or indirect ownership of more than 50% of the voting shares in any such corporation or of the general partnership interest or voting interest in any such partnership.

“**Agreement**” means this Stalking Horse Agreement of Purchase and Sale, including all schedules annexed hereto, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof.

“**Anti-Money Laundering Laws**” means the *Corruption of Foreign Public Officials Act* (Canada), the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the *Criminal Code* (Canada), and any rules or regulations promulgated thereunder or any other legislation of any relevant jurisdiction covering a similar subject matter.



**“Approval and Vesting Order”** means an approval and vesting order of the Court approving this Agreement and the transactions contemplated hereby, vesting in and to the Purchaser the Purchased Assets, free and clear of and from any and all Encumbrances other than Permitted Encumbrances, in such form agreed upon by the Parties in writing, each acting reasonably.

**“APS Matters”** means all agreements of purchase and sale for the purchase of any or all of the Lands by a builder, homeowner and/or any other Person and any and all Liability related thereto.

**“Assumed Liabilities”** means the Liabilities incurred under or in respect of (i) Permitted Encumbrances, including the Assumed Mortgages; (ii) all liabilities and obligations arising from the possession, ownership and/or use of the Purchased Assets arising after Closing; and (iii) any Environmental Liabilities.

**“Assumed Mortgages”** has the meaning set out in the Recitals.

**“Buildings”** means all buildings, structures, improvements, appurtenances, attachments and fixtures located on, in or under the Lands, including without limitation all incomplete buildings and all systems including heating, ventilation, air-conditioning, electrical, lighting, plumbing and water systems.

**“Bankruptcy Order”** means an order of the Court authorizing and directing the Receiver to file an assignment in bankruptcy in respect of the Debtors pursuant to the *Bankruptcy and Insolvency Act* which, among other things, provides that all proceeds from the transactions contemplated in this Agreement, whether received prior to, on or after the bankruptcy of the Debtors, shall be maintained by the Receiver in a segregated account, shall not form part of the bankruptcy estate of the Debtors and shall be distributed by the Receiver as further directed by the Court.

**“Books and Records”** means all construction records, financial records, and other records, books, documents and data bases recorded or stored by means of any device, including in electronic form, relating to the Purchased Assets as are in the possession or under the control of the Receiver.

**“Break Fee”** means one million two hundred thousand (\$1,200,000.00) dollars.

**“Business Day”** means any day of the year, other than a Saturday, Sunday or any day on which Canadian chartered banks are closed for business in Toronto, Ontario.

**“Claim”** means any right, claim, cause of action or complaint of any Person that may be asserted or made in whole or in part against the Debtors or the Receiver, whether or not asserted or made, any actual or threatened civil, criminal, administrative, regulatory, arbitral or investigative inquiry, action, suit, investigation or proceeding and any loss, claim or demand relating thereto or resulting therefrom, or any other claim or demand of whatever nature or kind.

**“Closing”** shall have the meaning set out in Section 7.1.

**“Closing Date”** means the date that is the later of (a) 30 days after the date that the Purchaser is selected as the successful bidder in the Sales Process, (b) the first Business Day which is three (3) Business Days following the date the Approval and Vesting Order becomes a Final Order, or (c) such other date as the Parties shall mutually agree to in writing prior to the Outside Date.

**“Construction Contracts”** means all construction service contracts related to the Purchased Assets, including development management agreements, construction management agreements (including CCDC) and any other service agreement with a Third Party to provide certain services to construct and develop the project on the Lands.

**“Debtors”** shall have the meaning set out in the Recitals.

**“Deposit”** shall have the meaning set out in Section 2.4(1) (a).

**“Deposit Monies”** shall have the meaning ascribed thereto in the Appointment Order.

**“Development Approvals”** means all approvals, permits, agreements, site plans, plans, specifications, working drawings, licenses, approvals, minor variances, exemptions from part lot control, and all other agreements and instruments relating to the servicing, development or construction of the project on the Lands which have been issued to the Debtors by a Governmental Authority, and expressly excludes any Construction Contracts or APS Matters.

**“Encumbrances”** means any mortgage, charge, pledge, hypothec, security interest, assignment, lien (statutory or otherwise), easement, license, right of first refusal or first offer, title retention agreement or arrangement, conditional sale, trust, deemed or statutory trust, restrictive covenant, execution, levies, interest in land or other property, notice, certificate or other registration, or other financial or monetary claims or encumbrances of any nature (whether at law or equity), and any contract, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing.

**“Environmental Law”** means any Law relating to the natural or indoor environment including those pertaining to (i) reporting, licensing, permitting, approving, registering, investigating, assessing, delineating, remediating, containing, preventing, mitigating, reducing or controlling the presence or Release or threatened Release of Hazardous Substances, or (ii) the use, treatment, disposal, recycling, discharge, Release discharge, generation, removal, transportation, storage or handling of or exposure to any Hazardous Substances, including, for greater certainty, any such Law pertaining to the protection and preservation of the environment, health and safety.

**“Environmental Liabilities”** means all claims, Liabilities, damages, losses or expenses (whether accrued, actual, contingent, latent or otherwise), whenever arising, which relate to the Purchased Assets, or arise from or in connection with past, present or future operations in respect thereof or which relate to or are associated with the environment, including, without limitation, Liabilities related to or arising from:

- (i) a non-compliance with, a breach or violation of or any liability under applicable Environmental Laws;

- (ii) presence, transportation, storage, use, disposal, or handling of, or exposure to, toxic or Hazardous Substances;
- (iii) Release of toxic or Hazardous Substances;
- (iv) removal, assessment, monitoring, sampling, containment, mitigation, response, abatement, clean-up, investigation, reporting of pollution or contamination of, or damage or other adverse effects to, the environment; and
- (v) all obligations to dismantle, decommission, abandon, remediate, remove, excavate, treat, restore and reclaim the surface or subsurface of lands associated with the Lands, all as may be required in accordance with all applicable Environmental Laws,

including liabilities to compensate Third Parties for damages and Liabilities resulting from the items described in (i) through (v) above and, for purposes of this Agreement, "the environment" includes, without limitation, the air, the surface and subsurface of the earth, bodies of water (including, without limitation, rivers, streams, lakes, aquifers, creeks and groundwater) and plant and animal life (including humans), or any combination thereof.

**“Excise Tax Act”** means the *Excise Tax Act* R.S.C., 1985 c. E-15, as amended from time to time.

**“Excluded Liability”** means any (i) Claim against any Debtor or the Receiver, (ii) Encumbrance on the Purchased Assets other than the Assumed Liabilities, or (iii) other Liability of any Debtor or the Receiver including, without limitation, Liability arising in respect of the APS Matters or the Construction Contracts.

**“Final Order”** means, in respect of any order of any court of competent jurisdiction, that such order shall not have been vacated, set aside, or stayed, and that the time within which an appeal or request for leave to appeal must be initiated has passed with no appeal or leave to appeal having been initiated or any appeal or leave to appeal having been dismissed;

**“Governmental Authority”** means: (i) any governmental or public department, central bank, court, minister, ministry, governor-in-council, cabinet, commission, tribunal, board, bureau, agency, commissioner or instrumentality, whether international, multinational, national, federal, provincial, state, county, municipal, local, or other; (ii) any subdivision or authority of any of the above; and (iii) any quasi-governmental or private body, including any officer, representative, employee or agent thereof, exercising any regulatory, enforcement, expropriation or taxing authority under or for the account of any of the above.

**“Hazardous Substance”** means any substance, material or emission whose storage, handling, use, generation, disposal, movement, transportation or Release is prohibited, controlled or regulated by any Governmental Authority having jurisdiction pursuant to Environmental Laws, including any contaminant, pollutant or deleterious substance as defined in the Environmental Protection Act (Ontario).

“**HST**” means all harmonized sales tax imposed under Part IX of the Excise Tax Act or any other statute in any jurisdiction of Canada.

“**Income Tax Act**” means the *Income Tax Act* (Canada).

“**Inventory**” means all inventories owned by the Debtors located on the Lands including all supplies, goods, work in progress, raw materials and spare parts.

“**Lands**” shall have the meaning set out in the Recitals hereto.

“**Land Transfer Tax**” means all the taxes payable under the *Land Transfer Tax Act* (Ontario) and any other applicable provincial or municipal land transfer tax legislation, including all registration fees, license fees, and other like charges payable upon a transfer of real property, together with interest, penalties and additions thereto.

“**Laws**” means any principle of common law and all applicable: (i) laws, constitutions, treaties, statutes, codes, ordinances, orders, decrees, rules, regulations and by-laws; (ii) judgments, orders, writs, injunctions, decisions, awards and directives of any Governmental Authority; and (iii) to the extent that they are treated as binding by the Governmental Authority or have the force of law, policies, guidelines, notices and protocols of any Governmental Authority.

“**Letter of Credit**” means letters of credit, letters of guarantee, bonds, deposits and/or security deposits provided by or on behalf of Maplevue, Pace, 255 Ontario or any of their affiliates to any third party in respect of the Purchased Assets, including those letters of credit listed in Schedule “C” hereto.

“**Liability**” means any debt, loss, damage, adverse claim, fines, penalties, liability or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, and whether in or under statute, contract, tort, strict liability or otherwise), and includes all costs and expenses relating thereto (including all fees, disbursements and expenses of legal counsel, experts, engineers and consultants and costs of investigation).

“**Notice**” shall have the meaning defined in Section 9.1.

“**Outside Date**” means August 31, 2024, or such later date as may be agreed to in writing by the Parties.

“**Parties**” means the Receiver, the Purchaser and any other Person who may become a party to this Agreement. “**Party**” means any one of the foregoing.

“**Permitted Encumbrances**” means the Encumbrances listed on Schedule “D” hereto and such other Encumbrances, if any, that the Purchaser agrees to add to Schedule “D”, in its sole discretion, which will continue to attach to and be enforceable against the Purchased Assets following Closing.

**“Person”** includes an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative, government (including any Governmental Authority) or any other entity, whether or not having legal status.

**“Priority Payables”** means any payables that have priority over the Assumed Mortgages, excluding any Harmonized Sales Tax owing by the Debtors, but including amounts that have priority pursuant to s.78(2) of the *Construction Act*, RSO 1990, c C30, as determined by the Receiver in consultation with the Purchaser, both acting reasonably, or as determined by the Court, after application of any amount of cash on hand of the Debtors, excluding the Deposit, immediately prior to Closing.

**“Purchase Price”** shall have the meaning set out in Section 2.3.

**“Purchased Assets”** has the meaning set out in Section 2.1.

**“Purchaser”** shall have the meaning set out in the Recitals hereto.

**“Receiver”** shall have the meaning set out in the Recitals hereto.

**“Release”** means any release or discharge of any Hazardous Substance including any discharge, spray, injection, inoculation, abandonment, deposit, spillage, leakage, seepage, pouring, emission, emptying, throwing, dumping, placing, exhausting, escape, leach, migration, dispersal, dispensing or disposal.

**“Releasees”** shall have the meaning defined in Section 4.5.

**“Sale Process”** means the marketing and sale process for the right, title and interest of the Debtor and the Receiver, if any, in and to the Purchased Assets, substantially in the form attached as Schedule “E” or in such other form agreed upon by the Parties in writing, acting reasonably.

**“Sale Process Order”** means the Order to be received from the Court, pursuant to a motion brought by the Receiver in consultation with the Purchaser (including for the content, the return date and, relief sought), and which among other things, shall authorize the Receiver to enter into this Agreement and to conduct the Sale Process, as more particularly set out therein, substantially in the form attached at Schedule “F” or in such other form agreed upon by the Parties in writing, acting reasonably.

**“Sanctioned Person”** means any Person that is the subject or target of any Sanctions, including (a) any Person listed in any Sanctions-related list of designated Persons, or (b) a person with whom it is otherwise prohibited to transact under Sanctions.

**“Sanctions”** means all applicable export control and economic sanctions laws, regulations, and orders of the Government of Canada, including the *Special Economic Measures Act* (Canada), the *Freezing of Assets of Corrupt Foreign Officials Act* (Canada), the *United Nations Act* (Canada), the *Justice for Victims of Corrupt Foreign Officials Act* (Sergei Magnitsky Law) (Canada), the *Criminal Code* (Canada), any rules or regulations promulgated thereunder, or any other relevant economic sanctions laws.

“**Securities**” means all cash security, deposits and sums posted with a Governmental Authority for the development of the Lands as of the Closing Date, which, for the avoidance of doubt, do not include any letters of credit or other collateral posted by a third party on behalf of a Debtor, but do include all entitlement to reimbursement or refund regarding any cancelled building permit applied for by any Debtor or as a result of the disenrollment with Tarion and/or the HCRA of civic addresses relating to the Lands.

“**Tax**” means: all HST, Land Transfer Tax, sales, excise, use, transfer, gross receipts, documentary, filing, recordation, value-added, stamp, stamp duty reserve, and all other similar taxes, duties, fees in respect of the registration of the transfer, or other like charges properly payable by a purchaser upon and in connection with the sale, assignment and transfer of the Purchased Assets from the Receiver to the Purchaser, however denominated together with interest, penalties and additional amounts imposed with respect thereto.

“**Third Party**” means any Person who is not a Party.

### **Section 1.2 Date for Any Action.**

If the date on which any action is required to be taken hereunder by a Party is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

### **Section 1.3 Gender and Number.**

Any reference in this Agreement to gender includes all genders. Words importing the singular number only shall include the plural and vice versa.

### **Section 1.4 Headings, etc.**

The provision of a Table of Contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect its interpretation.

### **Section 1.5 Currency.**

All references in this Agreement to dollars or to \$ are expressed in Canadian currency unless otherwise specifically indicated.

### **Section 1.6 Certain Phrases, etc.**

In this Agreement (i) the words “including”, “includes” and “include” mean “including (or includes or include) without limitation”, and (ii) the phrase “the aggregate of”, “the total of”, “the sum of”, or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of”. Unless otherwise specified, the words “Article” and “Section” followed by a number mean and refer to the specified Article or Section of this Agreement.

### **Section 1.7 Schedules.**

The schedules attached to this Agreement form an integral part of this Agreement for all purposes of it.

## **ARTICLE 2**

### **PURCHASE AND SALE OF PROPERTY**

#### **Section 2.1 Purchase and Sale of Purchased Assets.**

Subject to the terms and conditions of this Agreement, the Receiver hereby agrees to sell, assign and transfer to the Purchaser, and the Purchaser agrees to purchase and assume from the Receiver, all of the Debtors' and the Receiver's right, title and interest, in and to the Debtor Property comprised of the following (the "**Purchased Assets**"):

- (1) the Lands;
- (2) the Buildings;
- (3) the Inventory;
- (4) the Securities;
- (5) the Development Approvals, to the extent transferable without consent or subject to any required consent being received by the time all conditions to Closing are satisfied if consent is required;
- (6) such other Debtor Property as the Purchaser may advise the Receiver of in writing before Closing, to the extent transferable without consent or subject to any required consent being received by the time all conditions to Closing are satisfied if consent is required, as shall be confirmed in a Schedule added hereto prior to Closing, if applicable; and
- (7) the Books and Records relating to the Purchased Assets,

free and clear of all Encumbrances (other than Permitted Encumbrances), in exchange for the payment of the Purchase Price.

#### **Section 2.2 Sale Process**

The Receiver shall as soon as reasonably practicable and in any event no later than May 20, 2024 serve a motion to the Court for the Sale Process Order. The Receiver shall, in respect of such motion, consult with the Purchaser regarding the content of its motion materials, the return date and relief sought in addition to the Sale Process Order, if any.

#### **Section 2.3 Purchase Price.**

- (1) The purchase price for the Purchased Assets (the "**Purchase Price**") shall be equal to the sum of:
  - (a) the amount outstanding under the Receiver's Charge and the Receiver's Borrowing Charge (as such terms are defined in the Appointment Order) on the Closing Date, if any, as approved by the Court;
  - (b) the amount secured under the charge registered on title to the Lands bearing registration number SC1950702 in favour of KingSett Mortgage Corporation

including, without limitation, all outstanding (i) principal, (ii) accrued interest, (iii) fees, (iv) costs, and (v) amounts on account of protective disbursements, all as determined by the Receiver, acting reasonably;

- (c) the amount outstanding in respect of any Priority Payables on the Closing Date;
- (d) \$400,000, which shall be used by the Receiver to fund costs incurred in connection with necessary post-Closing matters, which may include, among other things, bringing a motion for approval of its fees and activities, for approval of proposed distributions creditors, to terminate the ongoing receivership proceedings with respect to the Debtors and to fund the bankruptcy of the Debtors (but not for distribution to any creditor of the Debtors), with any unused portion to be returned to the Purchaser; and
- (e) the amount outstanding pursuant to the Assumed Mortgages on the Closing Date, including all fees or costs associated therewith.

#### **Section 2.4 Payment of Purchase Price.**

(1) The Purchaser shall satisfy the Purchase Price as follows:

- (a) **Deposit.** Upon execution of this Agreement, by payment of a deposit to the Receiver, in trust, by wire transfer of immediately available funds of ten million (\$10,000,000.00) dollars (the “**Deposit**”). The Deposit will be held by the Receiver until Closing or termination of this Agreement. The parties to this Agreement hereby acknowledge that the Receiver shall place the Deposit in an interest bearing account;
- (b) **Assumed Mortgages.** On the Closing Date, the Purchaser shall either pay the amount outstanding pursuant to the Assumed Mortgages, including all fees or costs associated therewith, or, at the Purchaser’s option and if AI and MarshallZehr, as applicable, have consented, shall assume either or both of the Assumed Mortgages, in which case such portion of the Purchase Price shall be satisfied by such assumption by the Purchaser;
- (c) **Balance Due on Closing.** On the Closing Date, the remainder of the Purchase Price by payment to the Receiver by wire transfer of immediately available funds to an account specified in writing by the Receiver.

#### **Section 2.5 Allocation**

The entire Purchase Price shall be allocated to the Purchased Assets as directed by the Purchaser on or before the Closing Date, and the Parties agree that they shall follow such allocation in determining and reporting their liabilities for any taxes and, without limitation, shall file their respective income tax returns prepared in accordance with such allocation, provided that nothing herein shall require the Receiver to file any income tax returns that it is not otherwise required to file.



**Section 2.6 Adjustments**

- (1) Items of revenue and expense, including, but not limited to, realty and other taxes (other than Land Transfer Taxes), insurance and rents with respect to the Lands, as would customarily be adjusted for in a similar transaction in Ontario, shall be adjusted between the Purchaser and the Receiver as of 12:01 a.m. on the Closing Date.
- (2) The Receiver shall prepare and deliver to the Purchaser at least three (3) Business Days prior to the Closing Date a statement setting forth the Receiver's good faith calculation of the adjustments to the Purchase Price contemplated herein, which statement of adjustments shall be used to calculate the Purchase Price payable at Closing.
- (3) Other than as provided for in this section, there shall be no adjustments to the Purchase Price.

**Section 2.7 Excluded Liabilities**

Other than the Assumed Liabilities, the Purchaser shall not assume and shall not be liable for any Excluded Liability.

**Section 2.8 Break Fee**

Subject to the issuance of the Sale Process Order, if this Agreement is not the successful bid in the Sale Process, the obligations of the Parties under this Agreement shall end, except that the Receiver shall, immediately following the completion of the successful bid, pay the Break Fee and return the Deposit to the Purchaser.

**Section 2.9 Deposit**

- (1) The Deposit paid to the Receiver pursuant to Section 2.4(1) (a) shall be held in trust by the Receiver in an interest bearing account and shall be:
  - (a) credited, together with interest accrued thereon, against the Purchase Price on the Closing Date if the purchase and sale of the Purchased Assets is completed pursuant to this Agreement;
  - (b) retained by the Receiver as a genuine pre-estimate of liquidated damages and not as a penalty if the purchase and sale of the Purchased Assets is not completed pursuant to the Agreement as a result of the Purchaser's breach hereunder in full and final satisfaction of any Claims against the Purchaser related thereto; or
  - (c) subject to Section 2.9(1) (b), returned to the Purchaser, plus interest accrued thereon, without set-off or deduction on or after the fifth Business Day after the date of termination of this Agreement if this Agreement is terminated under Section 8.1 for any reason other than a breach by the Purchaser of the terms of this Agreement.

- (2) Notwithstanding anything in this Agreement, if the purchase and sale of the Purchased Assets is not completed pursuant to the Agreement as a result of the Purchaser's breach hereunder:
- (a) the Receiver may sell the Purchased Assets to another Person; and
  - (b) nothing prevents the Receiver from seeking specific performance of this Agreement or is deemed to be an admission or acknowledgement that an order for specific performance would be appropriate in the circumstances.

### **Section 2.10 Letters of Credit**

If a Letter of Credit has been deposited by Maplevue, Pace, 255 Ontario or any Affiliate thereof to or with operators, Governmental Authorities or other Persons prior to Closing to secure obligations or as prepayment of costs or liabilities in connection with the Purchased Assets, or has been provided by or on behalf of any of the Debtors to any Person pursuant to the provisions of a Permitted Encumbrance or Purchased Asset as security for obligations under such Permitted Encumbrance or Purchased Asset, or as otherwise disclosed in connection with the Purchased Assets, then the Purchaser agrees that it will, on or before Closing provide a replacement Letter of Credit, in form and content satisfactory to the beneficiary under the existing Letter of Credit so that the Letter of Credit provided by or on behalf of applicable Debtor shall be returned by the beneficiary to such Debtor. The obligations of the Purchaser to provide any such replacement Letters of Credit shall survive Closing. The Purchaser acknowledges that any or all of the Letters of Credit may be drawn upon prior to Closing.

### **Section 2.11 ONHWPA, HCLA, HCRA and Tarion Matters**

The Receiver will provide such reasonable assistance as the Purchaser may reasonably request, all at the Purchaser's sole cost and expense, in connection with the *Ontario New Home Warranties Plan Act*, RSO 1990, c O.31 ("**ONHWPA**") and/or the *New Home Construction Licensing Act*, 2017, SO 2017, c 33 ("**HCLA**") and/or the Home Construction Regulatory Authority ("**HCRA**") and Tarion, including such steps as may be necessary to ensure that the Lands and/or Buildings and/or the builder who has undertaken the construction performed thus far (the "**Old Builder**"), are unenrolled with any agency (including HCRA and Tarion) governed by the ONHWPA and/or the HCLA, and as may otherwise be permitted by applicable Laws, such that the Purchaser is able to enroll the Lands and/or Buildings and/or the Purchaser itself or any builder that it may retain for construction (the "**New Builder**"), under its own application pursuant to the ONHWPA and the HCLA. Following Closing, the Purchaser will re-enroll the Lands and/or Buildings pursuant to the ONHWPA and ensure that any New Builder (or the Purchaser if engaged in construction) is licensed under the HCLA to the extent required to by those statutes. The representations and warranties contained in this Section 2.11 shall survive the Closing Date.

### **ARTICLE 3 TAX MATTERS**

#### **Section 3.1 Sales Tax, Land Transfer Tax and Registration Fees on Transfer**

- (1) The Purchaser is liable for and shall pay on Closing any and all Taxes that are required to be paid or remitted in connection with the consummation of the transactions contemplated in this Agreement, which such amounts shall be in addition to the Purchase Price.
- (2) The Purchaser agrees to self-assess, be liable for and remit to the appropriate Governmental Authority all HST payable in connection with its purchase of the Lands and the Buildings, and to indemnify the Receiver for any amounts for which the Receiver may become liable as a result of any failure by the Purchaser to pay the HST payable in respect of the sale of the Lands and the Buildings under Part IX of the Excise Tax Act. The Purchaser shall deliver, on or prior to Closing, its certificate in form acceptable to the Receiver, certifying that the Purchaser shall be liable for, shall self assess and shall remit to the appropriate Governmental Authority all HST payable in respect of the sale of the Lands and the Buildings, and is purchasing the Lands and the Buildings as principal for its own account and is not being purchased by the Purchaser as an agent, trustee, or otherwise on behalf of or for another Person, and the Purchaser's HST registration number. Such certificate shall also set out the indemnity provided for in the first sentence of this Subsection (2).
- (3) If the Purchaser delivers the HST certificate and indemnity as set out in Subsection Section 3.1(2), then the Purchaser will not be required to pay to the Receiver, and the Receiver will not be required to collect from the Purchaser, HST in respect of the Purchased Assets. If the Purchaser does not deliver the HST certificate and indemnity as set out in Subsection Section 3.1(2) then without limiting the generality of the foregoing in this paragraph, the Purchaser shall pay to the Receiver an amount equal to the HST payable on the Purchase Price allocated to the Lands and the Buildings on Closing.
- (4) If requested by the Purchaser, acting reasonably, the Receiver (on behalf of the Debtors) and the Purchaser shall jointly make the election provided for in paragraph 167(1)(b) of the Excise Tax Act and any equivalent or corresponding provision under any applicable provincial or territorial legislation (including section 75 of an *Act respecting Québec sales tax* (Québec)), in prescribed form and within the required time period, to have subsection 167(1.1) of the Excise Tax Act and any equivalent or corresponding provision under any applicable provincial or territorial legislation apply in respect of the sale and purchase of the Purchased Assets (other than the Lands and the Buildings) under this Agreement. The Purchaser shall file the completed election form with the applicable Governmental Authority no later than the due date for the Purchaser's HST returns for the first reporting period in which HST would, in the absence of this election, become payable in connection with the transactions contemplated in this Agreement. Notwithstanding such election and anything to the contrary in this Agreement, in the event it is determined by any relevant Governmental Authority that the Receiver or the Debtors are liable to collect and remit HST in respect of the transactions contemplated in this Agreement, the Purchaser shall forthwith pay such HST, plus any applicable interest and penalties, to the Receiver for remittance to the applicable Governmental Authority and the Purchaser shall indemnify

and save the Receiver and the Debtors (and any present or former directors and officers of the Receiver or the Debtors) harmless with respect to any taxes, penalties, interest, and other costs payable resulting from such determination.

- (5) The indemnities in this Section 3.1 shall survive the Closing Date in perpetuity.

### **Section 3.2 Property Tax Refunds and Rebates**

Any refund or rebate of realty tax relating to the Purchased Assets (each, a “**Property Tax Refund**”) will form part of the Purchased Assets. To the extent the Receiver receives payment or credit on account of any Property Tax Refund, the Receiver shall hold such amount in trust for the Purchaser, endorse such amount (without recourse) in favour of the Purchaser and immediately deliver such amounts to the Purchaser.

## **ARTICLE 4 REPRESENTATIONS AND WARRANTIES**

### **Section 4.1 Receiver Representations and Warranties.**

The Receiver represents and warrants as follows to the Purchaser at the date of this Agreement and at the Closing Date and acknowledges and confirms that the Purchaser is relying upon such representations and warranties in connection with the purchase of the Purchased Assets:

- (1) **Due Authorization.** Subject to the granting of the Sale Process Order and the Approval and Vesting Order, the Receiver has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by it as contemplated by this Agreement and to carry out its obligations under this Agreement and such other agreements and instruments.
- (2) **No other Purchase Agreement.** The Receiver has not entered into any other agreement, option, understanding or commitment, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment for the purchase or other acquisition from the Receiver of the Purchased Assets.
- (3) **Enforceability of Obligations.** Subject to the granting of the Sale Process Order and the Approval and Vesting Order, this Agreement constitutes a valid and binding obligation of the Receiver, enforceable against the Receiver, in accordance with its terms.
- (4) **HST.** The Debtor is a registrant under Part IX of the Excise Tax Act and shall provide its HST registration number to the Purchaser prior to Closing;
- (5) **Residency.** The Debtors are not non-residents within the meaning of Section 116 of the Income Tax Act.
- (6) **MarshallZehr Consent.** The letter dated April 30, 2024, from MarshallZehr to the Purchaser is satisfactory evidence that MarshallZehr has consented as contemplated by Section 2.4(1) (b).

- (7) **Vacant Possession.** The Purchaser will have vacant possession of the Lands (excluding the common elements of any condominium registered in respect of the Lands and/or other condominium units for which title has been transferred to the respective purchasers (and/or assignees)).

#### **Section 4.2 Purchaser's Representations and Warranties.**

The Purchaser represents and warrants as follows to the Receiver at the date of this Agreement and at the Closing Date and acknowledges and confirms that the Receiver is relying on such representations and warranties in connection with the sale by the Receiver of the Purchased Assets:

- (1) **Incorporation of the Purchaser.** The Purchaser is a corporation duly incorporated under the laws of the jurisdiction of its incorporation and is duly organized, validly subsisting and in good standing under such laws.
- (2) **Due Authorization.** The Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by it as contemplated by this Agreement and to carry out its obligations under this Agreement and such other agreements and instruments.
- (3) **Enforceability of Obligations.** Subject to the granting of the Sale Process Order and the Approval and Vesting Order, if applicable, this Agreement constitutes a valid and binding obligation of the Purchaser, enforceable against the Purchaser, in accordance with its terms.
- (4) **HST.** The Purchaser is or shall be at Closing a registrant under Part IX of the Excise Tax Act, and shall provide its HST registration number to the Receiver at least three days prior to Closing.
- (5) **Investment Canada Act (Canada):** the Purchaser is a “**Canadian**”, as defined in the *Investment Canada Act* (Canada).
- (6) **Solvency:** The Purchaser has not committed an act of bankruptcy, is not insolvent, has not proposed a compromise or arrangement to its creditors generally, has not had any application for a bankruptcy order filed against it, has not taken any proceeding and no proceeding has been taken to have a receiver appointed over any of its assets, has not had an encumbrancer take possession of any of its property and has not had any execution or distress become enforceable or levied against any of its property.
- (7) **Residency.** The Purchaser is not a non-resident of Canada within the meaning of Section 116 of the Income Tax Act.
- (8) **Prohibition on the Purchase of Residential Property by Non-Canadians Act:** The purchase and assumption of the Purchased Assets by the Purchaser will not violate or be non-compliant with the *Prohibition on the Purchase of Residential Property by Non-Canadians Act* (Canada).
- (9) **Sanctions and Anti-Money Laundering Compliance:** The Purchaser is not a Sanctioned Person. The Purchaser has complied at all times with all Sanctions and Anti-Money Laundering Laws.

- (10) **Non-agency:** The Purchaser is purchasing and assuming the Purchased Assets for its own account and not on account of any other party.

#### **Section 4.3 Survival.**

The representations and warranties contained in this Agreement shall survive Closing.

#### **Section 4.4 No Other Representations or Warranties of the Receiver; “As Is, Where Is”**

- (1) The representations and warranties given by the Receiver in Article 4 are the sole and exclusive representations and warranties of the Receiver in connection with this Agreement and the transactions contemplated by it. Except for the representations and warranties given by the Receiver in Article 4, the Purchaser did not rely upon any statements, representations, promises, warranties, conditions or guarantees whatsoever, whether express or implied (by operation of law or otherwise), oral or written, legal, equitable, conventional, collateral or otherwise, regarding the Purchased Assets or the completeness of any information provided in connection therewith.
- (2) The Purchaser hereby acknowledges and agrees as follows:
- (a) It is responsible for conducting its own searches and investigations of the current state of the Purchased Assets, including the Lands, the Buildings and the current and past uses of the Purchased Assets;
  - (b) The Receiver makes no representation or warranty of any kind that the present use or future intended use by the Purchaser of the Purchased Assets, including the Lands or the Buildings, is or will be lawful or permitted;
  - (c) Except as expressly provided herein, it is purchasing the Purchased Assets on an “as is, where is” and “without recourse” basis;
  - (d) It is relying entirely upon its own investigations and inspections in entering into this Agreement;
  - (e) Any documentation relating to the Purchased Assets obtained from the Receiver or from the Receiver’s agents or representatives has been prepared or collected solely for the convenience and is not warranted to be complete or accurate and is not part of this Agreement;
  - (f) The Receiver shall have no liability for, or obligation with respect to, the value, state or condition of the Purchased Assets, including the Lands or the Buildings, except as expressly provided herein;
  - (g) Except as expressly set forth in this Article 4, the Receiver makes no representations, or warranties in favour of the Purchaser concerning the Purchased Assets, which the Purchaser acknowledges is being acquired on an “as is, where is” basis, whether express or implied, statutory or collateral, arising by operation of Laws or otherwise, including, without limitation the following:

- i. express or implied warranties of merchantability, fitness for a particular purpose, title, description, quantity, condition or quality, encumbrances, present or future use, value, location or any other matter or thing whatsoever related to the Purchased Assets, either stated or implied;
  - ii. the environmental state of the Lands or the Buildings, the existence, presence, identity, nature, kind, state, status, extent, or effect of any Hazardous Substances at, on, under, in or about the Lands or the Buildings, the existence, presence, identity, state, status, nature, kind, extent and effect of any administrative order, control order, stop order, compliance order, environmental protection or prevention order or any other orders, proceedings or actions under the Environmental Protection Act (Ontario), or any other statute, regulation, rule or provision of Law, whether federal, provincial or municipal, and the existence, presence, identity, state, status, nature, kind, extent and effect of any liability to fulfill any obligation to compensate any Third Party for any costs or expenses incurred in connection with or damages or losses suffered as a result of any Release of any Hazardous Substances whether at, on, under, in, to, from or about the Lands or the Buildings or elsewhere; and
  - iii. that any and all conditions and warranties expressed or implied by the *Sale of Goods Act* (Ontario) or other Laws do not apply to the transaction contemplated herein and are hereby waived by the Purchaser.
- (h) Except as otherwise expressly provided for in this Agreement, the Receiver will have no obligations or responsibility to the Purchaser after Closing with respect to any matter relating to the Purchased Assets or the condition thereof.
- (i) The provisions of this Section 4.4 shall survive Closing or the termination of this Agreement.

#### **Section 4.5 Assumption of Assumed Liabilities and Release**

On Closing, the Purchaser shall assume, perform, discharge and pay when due all of the Assumed Liabilities and the Purchaser shall release the Receiver, the Debtors and its and their current and former directors and officers, employees, agents, advisors and representatives (collectively, the “**Releasees**”) from and against all Claims whether known or unknown, it may now or hereafter have against the Releasees for the Assumed Liabilities. For clarity, this release is not intended to release the Receiver from any breach of this Agreement.

## **ARTICLE 5**

### **PERIOD PRIOR TO CLOSING**

#### **Section 5.1 Risk of Loss.**

The Purchased Assets are and shall remain at the risk of the Receiver, to the extent of its interest, until Closing and the Receiver shall hold all insurance policies and the proceeds thereunder, in trust, for the Parties as their respective interests may appear pending Closing. After Closing, the Purchased Assets shall be at the risk of the Purchaser.

#### **Section 5.2 Insurance Matters**

Any property, liability and other insurance maintained by the Receiver shall not be transferred as of the Closing Date but shall remain the responsibility of the Receiver until Closing. The Purchaser shall be responsible for placing its own property, liability and other insurance coverage with respect to the Purchased Assets in respect of the period from and after Closing.

#### **Section 5.3 Access.**

Subject to applicable Laws, the Receiver shall permit the Purchaser and its employees, agents, counsel, accountants or other representatives, to have reasonable access during normal business hours to the Lands, provided that (a) reasonable prior notice of such entering shall be given to the Receiver and the Receiver or its representative shall be entitled to accompany the Purchaser and its employees, agents, counsel, accountants or other representatives who are so entering the Lands, and (b) the Purchaser shall repair any damage to the Lands caused by its employees, agents, counsel, accountants or other representatives (to the same standard in which the Lands was prior to any such damage) and agrees to indemnify the Receiver against all claims arising from such entry by its employees, agents, counsel, accountants or other representatives.

To the extent that the Receiver intends to engage any Person to perform any work relating to the partially constructed Buildings on the Lands to preserve or protect its value or to perform any remediation, the Receiver will give as prompt notice of such intention to the Purchaser as reasonably practicable in the circumstances, will consider retaining the Purchaser to carry out such work, and, if the Receiver does not retain the Purchaser, will advise the Purchaser of who it does retain and the cost of the applicable work.

#### **Section 5.4 Actions to Satisfy Closing Conditions.**

The Receiver and the Purchaser agree to take all such actions as are within their respective control and shall use their respective commercially reasonable efforts to take, or cause to be taken, all other actions and make all such other filings and submissions, and obtain such authorizations, which are necessary or advisable in order to: (i) fulfil their respective obligations under this Agreement; and (ii) assist with the satisfaction of and ensure all conditions for the benefit of the other Party provided for in Section 6.1, Section 6.2 and Section 6.3 are satisfied.



## **ARTICLE 6**

### **SALES PROCESS AND CONDITIONS OF CLOSING**

#### **Section 6.1 Conditions for the Benefit of both Parties**

The purchase and sale of the Purchased Assets is subject to the following conditions to be fulfilled or performed on or before the Closing Date:

- (1) **No Court Orders.** No provision of any applicable Law and no judgment, injunction, order or decree that prohibits the consummation of the purchase of the Purchased Assets pursuant to this Agreement shall be in effect.
- (2) **Sale Process Order.** The procedures detailed in Section 2.2 shall have been completed and the Sale Process Order shall be a Final Order.
- (3) **Successful Bid.** This Agreement being selected by the Receiver as the successful bid in accordance with the Sale Process Order and the Sale Process.
- (4) **Approval and Vesting Order.** The Approval and Vesting Order shall be a Final Order.

#### **Section 6.2 Conditions for the Benefit of the Purchaser.**

The purchase and sale of the Purchased Assets is subject to the following conditions to be fulfilled or performed on or before the Closing Date, which conditions are for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in its sole discretion:

- (1) **Representations and Warranties.** The representations and warranties of the Receiver contained in this Agreement shall be true and correct as of the Closing Date in all material respects, with the same force and effect as if such representations and warranties had been made on and as of such date.
- (2) **Mutual Condition.** The conditions set forth in Section 6.1 shall have been completed.
- (3) **Receiver's Compliance.** The Receiver shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before the Closing Time in all material respects and shall have executed and delivered to the Purchaser at the Closing Time all the deliveries contemplated by this Agreement.
- (4) **Tarion Matters.** If permitted, the Receiver shall have used reasonable efforts to submit a notice of cancellation to both the HCRA and Tarion with a specific request to disenroll the civic addresses associated with the Lands and the Old Builder.
- (5) **Approval and Vesting Order.** The Approval and Vesting Order shall have a term providing that "THIS COURT ORDERS that the Receiver is hereby authorized and directed, on or prior to Closing, to terminate and disclaim all of the agreements of purchase and sale for the purchase of any or all of the Property by a builder, homeowner and/or any other Person and, following the delivery of the Receiver's Certificate in accordance with this Order, such agreements shall cease to be continuing obligations effective against the Property or binding on the Purchaser."

### **Section 6.3 Conditions for the Benefit of the Receiver.**

The purchase and sale of the Purchased Assets is subject to the following conditions to be fulfilled or performed on or before the Closing Date, which are for the exclusive benefit of the Receiver and which may be waived, in whole or in part, by the Receiver in its sole discretion:

- (1) **Representations and Warranties.** The representations and warranties of the Purchaser contained in this Agreement shall be true and correct as of the Closing Date in all material respects, with the same force and effect as if such representations and warranties had been made on and as of such date.
- (2) **Payment of Purchase Price.** The Purchaser shall have tendered to the Receiver the Purchase Price.
- (3) **Mutual Condition.** The condition set forth in Section 6.1 shall have been completed.
- (4) **Purchaser's Compliance.** The Purchaser shall have performed and complied with all of the terms and conditions in this Agreement on its part to be to be performed by or complied with at or before the Closing Time and shall have executed and delivered to the Receiver at the Closing Time all the deliveries contemplated by this Agreement.
- (5) **Bankruptcy Order.** The Bankruptcy Order shall be a Final Order.

### **Section 6.4 Non-Satisfaction of Conditions**

If any condition precedent set out in Section 6.2 or Section 6.3 is not satisfied or performed prior to the time specified therefor (if any), the Party for whose benefit the condition precedent is inserted may:

- (1) waive compliance with the condition, in whole or in part, in its sole discretion by written notice to the other Party (but may not claim for any matter waived) and without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part; or
- (2) fail to waive compliance with the condition, in whole or in part, which shall not require any notice.

## **ARTICLE 7 CLOSING**

### **Section 7.1 General.**

- (1) The completion of the transactions of purchase and sale contemplated by this Agreement (the "**Closing**") shall take place electronically on the Closing Date.
- (2) As soon as practicable following the determination that this Agreement is the successful bid, as determined in accordance with the Sale Process, the Receiver shall bring a motion seeking the Approval and Vesting Order, provided that the Purchaser has had a reasonable opportunity to review and provide comments on such materials, acting reasonably, in

advance of serving the motion materials relating to such motion. The Receiver shall, in respect of such motion, consult with the Purchaser regarding the content of its motion materials, the return date and relief sought in addition to the Approval and Vesting Order, if any. The Receiver shall serve notice of the motion seeking the issuance and entry of the Approval and Vesting Order on all Persons determined reasonably necessary by the Purchaser and shall provide reasonable advance notice of any Court appearances so that the Purchaser may make arrangements to attend if it so desires.

### **Section 7.2 Receiver's Closing Deliveries.**

At the Closing, the Receiver shall execute and/or deliver or cause to be delivered to the Purchaser the following:

- (1) a true and complete copy of the Approval and Vesting Order;
- (2) a statement of adjustments in respect of the Purchase Price;
- (3) a bring down certificate dated as of the Closing Date, confirming that all of the representations and warranties of the Receiver contained in this Agreement are true and correct in all material respects as of the Closing Date, with the same effect as though made on and as of the Closing Date;
- (4) the Document Registration Agreement; and
- (5) such further and other documentation as is referred to in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.

### **Section 7.3 Purchaser's Closing Deliveries.**

At the Closing, the Purchaser shall execute and/or deliver or cause to be delivered to the Receiver the following:

- (1) the Purchase Price;
- (2) a direction regarding title as to the name and address for service of, and name and identity of the signatory for, the transferee of the transfer/deed of land;
- (3) payment of any applicable Taxes and/or delivery of the elections and other documents described in **Error! Reference source not found.**;
- (4) a bring down certificate dated as of the Closing Date, confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true and correct as of the Closing Date, with the same effect as though made on and as of the Closing Date;
- (5) a certificate of an officer of the Purchaser confirming that all conditions to Closing in its favour are either satisfied or waived;
- (6) an HST indemnity and warranty;

- (7) an application for vesting in Teraview in accordance with the Purchaser's direction regarding title;
- (8) the Document Registration Agreement; and
- (9) such further and other documentation as is referred to in this Agreement or as the Receiver may reasonably require to give effect to this Agreement.

#### **Section 7.4 [Intentionally Omitted]**

#### **Section 7.5 Electronic Registration**

If electronic registration of documents at the applicable land registry office is mandatory on the Closing Date, or is optional and is requested by the Purchaser, the following terms shall form part of this Agreement:

- (1) the Receiver and the Purchaser shall each authorize and instruct their respective legal counsel to enter into an escrow closing agreement in the form mandated by the Law Society of Ontario, subject to such reasonable amendments as such legal counsel or the circumstances of the transaction contemplated in this Agreement may require, establishing the procedures and timing for completion of said transaction (the "**Document Registration Agreement**");
- (2) the delivery and exchange of documents and funds and the release thereof to the Receiver and the Purchaser, as the case may be:
  - (a) shall not occur contemporaneously with the registration of the transfer; and
  - (b) shall be governed by the Document Registration Agreement, pursuant to which the lawyer receiving the documents and/or funds will be required to hold the same in escrow and will not be entitled to release the same except in accordance with the provisions of the Document Registration Agreement.

#### **Section 7.6 Registration Costs**

The Purchaser shall bear all costs in registering any conveyances of title to the Purchased Assets to it and all costs of preparing any further assurances required to convey the Purchased Assets to it. The Receiver shall register all such conveyances in accordance with the Document Registration Agreement.

#### **Section 7.7 Tender**

Any notice, approval, waiver, agreement, instrument, document or communication permitted, required or contemplated in this Agreement may be given or delivered and accepted or received by the Purchaser's solicitors on behalf of the Purchaser and by the Receiver's solicitors on behalf of the Receiver and any tender of closing documents may be made upon the Receiver's solicitors and the Purchaser's solicitors, as the case may be.

## **ARTICLE 8 TERMINATION**

### **Section 8.1 Termination of Agreement.**

This Agreement may be terminated at any time prior to Closing as follows:

- (a) automatically and without any action or notice by either party, immediately if this Agreement is not selected as the successful bid or a back-up bid in accordance with the Sales Process;
- (b) automatically and without any action or notice by either party, immediately if the Receiver completes a sale of the Purchased Assets to another bidder pursuant to the Sale Process;
- (c) by mutual written agreement of the Receiver and the Purchaser;
- (d) by either the Receiver or the Purchaser if the Closing has not occurred on or before the Outside Date; provided, however, that a party may not exercise such termination right if they are in breach of their obligations under this Agreement in any material respect;
- (e) by the Receiver, if the Purchaser fails to fulfill any condition set forth in Section 6.3 by the Outside Date and failure has not been waived by the Receiver or cured by the Outside Date;
- (f) by the Purchaser, if the Receiver fails to fulfill any condition set forth in Section 6.2 by the Outside Date and such failure has not been waived by the Purchaser or cured by the Outside Date; or
- (g) pursuant to Section 6.4, by either Party, if the conditions set forth in Section 6.1 have not been satisfied by the date specified therein or, if not specified, by the Outside Date.

### **Section 8.2 Effect of Termination.**

In the event that the Agreement is terminated in accordance with Section 8.1, then each of the Parties shall be relieved of its duties and obligations arising under this Agreement effective as of the date of such termination and the Receiver shall return the Deposit to the Purchaser, without set off or deduction, in addition to the Break Fee, in each case if and as applicable.

## **ARTICLE 9 MISCELLANEOUS**

### **Section 9.1 Notices.**

Any notice, direction or other communication given regarding the matters contemplated by this Agreement (each a “**Notice**”) must be in writing, sent by personal delivery, courier or electronic mail and addressed:

(a) to the Purchaser:

**Dunsire Homes Inc.**  
54-5100 South Service Road  
Burlington, ON L7L 6A5

Attention: Shawn Keeper  
Email: [shawn.keeper@dunsire.com](mailto:shawn.keeper@dunsire.com)

with a copy to:

**Thornton Grout Finnigan LLP**  
**c/o Robert I. Thornton and Alexander Soutter**  
100 Wellington Street West, Suite 3200  
PO Box 329, TD Centre  
Toronto, ON M5K 1K7  
Email: [rthornton@tgf.ca](mailto:rthornton@tgf.ca); [asoutter@tgf.ca](mailto:asoutter@tgf.ca)

- and -

**McKenzie Lake Lawyers LLP**  
**c/o Beth Mullin**  
140 Fullarton Street, Suite 1800  
London, ON N6A 5P2  
Email: [beth.mullin@mckenzielake.com](mailto:beth.mullin@mckenzielake.com)

(b) to the Receiver:

**KSV Restructuring Inc.**  
220 Bay Street, 13<sup>th</sup> Floor  
Toronto, ON M5J 2W4  
Attention: Noah Goldstein / Murtaza Tallat  
Email: [ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com) / [mtallat@ksvadvisory.com](mailto:mtallat@ksvadvisory.com)

with a copy to:

**Osler, Hoskin & Harcourt LLP**  
1 First Canadian Place  
100 King Street West, Suite 6200  
Toronto, ON M5X 1B8

Attention: Marc Wasserman / Dave Rosenblat  
Email: [mwasserman@osler.com](mailto:mwasserman@osler.com) / [drosenblat@osler.com](mailto:drosenblat@osler.com)

A Notice is deemed to be given and received if sent by personal delivery, courier or electronic mail, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day. A Party may change its

address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed. Sending a copy of a Notice to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice to that party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a Party.

### **Section 9.2 Successors and Assigns.**

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors (including any successor by reason of amalgamation of any Party) and permitted assigns including a receiver or trustee in bankruptcy of the Receiver. Neither Party may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its respective rights or obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, this Agreement may be assigned by the Purchaser prior to the issuance of the Approval and Vesting Order, with the prior written consent of the Receiver.

### **Section 9.3 Assignment.**

The Purchaser shall not without the Receiver's prior written consent assign any right or interest in this Agreement, which consent may be withheld in the Receiver's sole and absolute discretion, except that the Purchaser shall have the right to assign any or all of its rights, interests or obligations hereunder to one or more Affiliates of the Purchaser, without prior consent of the Receiver, provided that such Affiliate agrees to be bound by the terms of this Agreement, the Purchaser shall remain liable hereunder for any breach of the terms of this Agreement by such Affiliate, such assignment shall not release the Purchaser from any obligation or liability hereunder in favour of the Receiver and the Purchaser shall acknowledge and confirm its continuing obligations in favour of the Receiver in an assignment and assumption agreement in form and substance satisfactory to the Receiver.

### **Section 9.4 Survival.**

Any provision of this Agreement which contemplates performance or the existence of obligations after the Closing Date shall not be deemed to be merged into or waived by the execution, delivery or performance of this Agreement or documents delivered in connection herewith or Closing, but shall expressly survive the execution, delivery and performance of this Agreement, Closing and the execution, delivery and performance of any and all documents delivered in connection with this Agreement and shall be binding upon the Party or Parties obligated thereby (including any trustee-in-bankruptcy appointed in respect of such Party) in accordance with the terms of this Agreement.

### **Section 9.5 Time of the Essence.**

Time shall be of the essence in respect of the obligations of the Parties arising prior to Closing under this Agreement.

**Section 9.6 Entire Agreement.**

This Agreement and the other documents executed in connection herewith constitute the entire agreement between the Parties with respect to the transactions contemplated in this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties with respect to such transactions. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

**Section 9.7 Waiver.**

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right it may have.

**Section 9.8 Amendments.**

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, shall be binding unless executed in writing by the Party to be bound thereby.

**Section 9.9 Further Assurances.**

From and after the Closing Date, each of the Parties covenants and agrees to do such things, to attend such meetings and to execute such further conveyances, transfers, documents and assurances as may be deemed necessary or advisable from time to time in order to effectively transfer the Purchased Assets to the Purchaser and carry out the terms and conditions of this Agreement in accordance with their true intent.

**Section 9.10 Severability.**

If any provision of this Agreement is determined to be illegal, invalid or unenforceable, by any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

**Section 9.11 Governing Law and Jurisdiction.**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the Parties irrevocably attorns to the non-exclusive jurisdiction of the Courts of the Province of Ontario. The Parties consent to the jurisdiction and venue of the Court for the resolution of any disputes under this Agreement.



**Section 9.12 No Personal Liability of the Receiver.**

The Receiver is executing this Agreement solely in its capacity as Court-appointed receiver and manager of the Purchased Assets and not in its personal or corporate capacity and none of the Receiver, KSV or any of their respective directors, officers, agents, servants or employees shall have any personal or corporate liability hereunder or at common law, or by statute, or equity or otherwise as a result hereof, except as a result of gross negligence or wilful misconduct.

**Section 9.13 Counterparts.**

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Agreement.

**Section 9.14 Purchaser Indemnity**

The Purchaser shall indemnify and save harmless the Receiver and its directors, officers, employees, agents and representatives (collectively, the “**Indemnitees**”) from and against any and all Liabilities which may be imposed on, incurred by or asserted against the Indemnitees or any of them arising out of or in connection with the operations or activities of the Purchaser on the Lands or any order, notice, directive, or requirement under, or breaches, violations or non-compliance with, any Environmental Laws but only to the extent that either occurs after the Closing Date or as a result of the use, generation, removal, disposal, transportation, storage, Release or threat of Release at, on, in, to, from or about the Lands or Buildings of any Hazardous Substances after the Closing Date (the “**Post-Closing Environmental Indemnity**”). Notwithstanding the foregoing, the Post-Closing Environmental Indemnity shall also include any and all matters, events, incidents, Releases, breaches, violations or non-compliances with any Environmental Laws or matters involving any Hazardous Substances, that occurred or may have occurred prior to the Closing Date which are caused by, exacerbated by or contributed to by the Purchaser. The obligation of the Purchaser hereunder shall survive the Closing Date.

**Section 9.15 Purchaser Release**

The Purchaser agrees to release and discharge the Receiver and its directors, officers, employees, agents and representatives from every claim of any kind that the Receiver may make, suffer, sustain or incur in regard to any Hazardous Substances relating to the Lands or Buildings. The Purchaser further agrees that the Purchaser will not, directly or indirectly, attempt to compel the Receiver to clean up, remediate, restore, rehabilitate, mitigate, assess or remove or pay for the clean up, remediation, restoration, rehabilitation, mitigation, assessment or removal of any Hazardous Substances, remediate, address, restore or rehabilitate any condition or matter in, on, at under, to, from or in the vicinity of the Lands or Buildings or seek an abatement in the Purchase Price or damages in connection with any Hazardous Substances. This provision shall not expire with, or be terminated or extinguished by or merged in the Closing of the transaction of purchase and sale, contemplated by this Agreement, and shall survive the termination of this Agreement for any reason or cause whatsoever and the closing of this Transaction.

**Section 9.16 Non-Registration of Agreement**

The Purchaser hereby covenants and agrees not to register this Agreement or notice of this Agreement or a caution, certificate of pending litigation, or any other document, instrument or court order or judgement providing evidence of this Agreement against title to the Lands. Should the Purchaser be in default of its obligations under this Section, the Receiver may (as agent and attorney of the Purchaser) cause the removal of such notice of this Agreement, caution, certificate of pending litigation or other document providing evidence of this Agreement or any assignment of this Agreement from the title to the Lands. The Purchaser irrevocably nominates, constitutes and appoints the Receiver as its agent and attorney in fact and in law to cause the removal of such notice of this Agreement, any caution, certificate of pending litigation or any other document or instrument whatsoever from title to the Lands. The Purchaser acknowledges and agrees that the Receiver may rely on the terms of this Section 9.16 as a full estoppel to any proceeding, suit, claim, motion or other action brought by the Purchaser in order to obtain and attempt to register against the title to the Lands any of the items set out in this Section 9.16.

***[Signature Page Follows]***

**IN WITNESS WHEREOF** the Parties hereto have duly executed this Agreement as of the date first written above.

) **DUNSIRE HOMES INC.**

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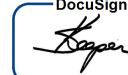
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DocuSigned by:



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Per: \_\_\_\_\_

Name: Shawn Keeper

Title: President

I have the authority to bind the  
corporation

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**KSV RESTRUCTURING INC.,** in its  
capacity as court-appointed receiver over the  
lands and premises set out on Schedule "A"  
attached hereto and not in its personal or  
corporate capacity

Per: \_\_\_\_\_

Name: Noah Goldstein

Title: Managing Director

I have the authority to bind the  
corporation

## **SCHEDULE A LANDS**

### **59497-0001 (LT)**

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

### **58091-5319 (LT)**

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

### **58091-5140 (LT)**

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

### **58091-5139 (LT)**

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

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

**58091-5138 (LT)**

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

**58091-5137 (LT)**

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

**58091-5136 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 114, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER

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

**58091-5135 (LT)**

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

**58091-5134 (LT)**

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

**58091-5133 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 111, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON

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

**58091-5116 (LT)**

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

**58091-5115 (LT)**

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

**58091-5114 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 92, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5113 (LT)**

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

**58091-5112 (LT)**

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

**58091-5111 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 89, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE



**58091-5110 (LT)**

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

**58091-5109 (LT)**

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

**58091-5098 (LT)**

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

**58091-5083 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 61, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN

GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5072 (LT)**

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

**58091-5071 (LT)**

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

**58091-5070 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 48, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193

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

**58091-5069 (LT)**

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

**58091-5068 (LT)**

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

**58091-5067 (LT)**

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

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

**58091-5066 (LT)**

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

**58091-5065 (LT)**

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

**58091-5048 (LT)**

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

**58091-5047 (LT)**

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

**58091-5046 (LT)**

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

**58091-5045 (LT)**

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

**58091-5044 (LT)**

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

**58091-5043 (LT)**

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

**58091-5042 (LT)**

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

**58091-5041 (LT)**

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

**58091-4598 (LT)**

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

**58091-3902 (LT)**

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

**58091-3901 (LT)**

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

**58091-3900 (LT)**

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

**58091-3899 (LT)**

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

**58091-3898 (LT)**

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

**58091-3897 (LT)**

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

**58091-3896 (LT)**

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

**58091-3895 (LT)**

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



**58091-3894 (LT)**

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

**58091-3893 (LT)**

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

**58091-3891 (LT)**

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

**58091-3890 (LT)**

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

**58091-3889 (LT)**

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

**58091-3888 (LT)**

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

**58091-3886 (LT)**

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

**58091-4802 (LT)**

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

**SCHEDULE B**  
**[INTENTIONALLY OMITTED]**

**SCHEDULE C**  
**BANK OF MONTREAL LETTERS OF CREDIT**

Irrevocable Standby Letter of Credit No.: BMTO615682OS

Irrevocable Standby Letter of Credit No.: BMTO617445OS

Irrevocable Standby Letter of Credit No.: BMTO617454OS

Irrevocable Standby Letter of Credit No.: BMTO632728OS

Irrevocable Standby Letter of Credit No.: BMTO666633OS

## **SCHEDULE D PERMITTED ENCUMBRANCES**

### **Permitted Encumbrances**

Permitted Encumbrances with respect to the Lands means:

1. The exceptions and qualifications set out in the Section 44(1) of the *Land Titles Act* (Ontario) and/or on the parcel register for the Lands;
2. The reservations, limitations, provisos and conditions expressed in the original grant from the Crown;
3. The easements, servitudes, rights-of-way, licences, restrictions listed in paragraph 10, below, registered against the Lands as of the date of this agreement and other encumbrances and/or agreements with respect thereto (including, without limiting the generality of the foregoing, easements, rights-of-way and agreements for sewers, drains, gas and water mains or electric light and power or telephone, telecommunications or cable conduits, poles, wires and cables);
4. Any unregistered easements for sewer drains, gas and water mains or electric light and power or telephone, telecommunications or cable conduits, poles, wires and cables;
5. Inchoate liens for taxes, assessments, public utility charges, which are due but the validity of which are being contested in good faith by the Vendor provided that the Vendor has provided security which in the opinion of the Vendor, acting reasonably, is necessary to avoid any lien, charge or encumbrance arising with respect thereto;
6. Any encroachments, minor defects or irregularities indicated on the surveys of the Lands, prepared by Ontario Land Surveyors;
7. Zoning (including, without limitation, airport zoning regulations), use and building by-laws and ordinances, federal, provincial or municipal by-laws and regulations, work orders, deficiency notices and any other noncompliance;
8. Any subdivision agreements, site plan agreements, development agreements and any other agreements registered against the Lands as of the date of the Agreement with the municipality, region, publicly regulated utilities or other governmental authorities having jurisdiction;
9. Plans, by-laws or transfers registered on title to the Lands as of the date of the Agreement.
10. The following instruments registered on title to the Lands:
  - a. Instrument No. SC212816 being a Transfer of Easement registered on April 22, 2004.
  - b. Instrument No. SC1675080 being a Notice of a Subdivision Pre-servicing Agreement registered on April 17, 2020.
  - c. Instrument No. SC1711838 being a Notice of an Adjacent Development Agreement registered on September 18, 2020.

- d. Instrument No. SC1712097 being a Transfer of Easement registered on September 21, 2020.
- e. Instrument No. 51M1193 being a Plan of Subdivision registered on January 21, 2021.
- f. Instrument No. SC1750692 being a Notice of a Residential Subdivision Agreement registered on February 1, 2021.
- g. Instrument No. SC1750698 being a Postponement of Interest registered on February 1, 2021.
- h. Instrument No. SC1750701 being a Transfer of Easement for Storm Drainage and Catchbasins registered on February 1, 2021.
- i. Instrument No. SC1750702 being a Transfer of Easement for Storm Drainage and Catchbasins registered on February 1, 2021.
- j. Instrument No. SC1750717 being a Postponement of Interest registered on February 1, 2021.
- k. Instrument No. SC1750724 being a Postponement of Interest registered on February 1, 2021.
- l. Instrument No. SC1762581 being a Transfer of Easement registered on March 15, 2021.
- m. Instrument No. SC1812773 being a Notice of Site Plan Development Agreement registered on August 9, 2021.
- n. Instrument No. SC1812779 being a Postponement of Interest registered on August 9, 2021.
- o. Instrument No. SC1861837 being By-Law Number 2021-110 registered on January 19, 2022.
- p. Instrument No. SC1892097 being a Notice of a Site Plan Development Agreement registered on May 2, 2022.
- q. Instrument No. SC1908016 being a Transfer of Easement registered on June 23, 2022.
- r. Instrument No. SC1914093 being a Transfer of Easement registered on July 14, 2022.
- s. Instrument No. SC1936244 being By-Law Number 2022-087 registered on October 11, 2022.
- t. Instrument No. SC1949088 being a Transfer of Easement registered on December 1, 2022.
- u. Instrument No. SC1950162 being an Application for Absolute Title registered on December 7, 2022.
- v. Instrument No. SC1954516 being a Transfer of Easement registered on December 22, 2022.
- w. Instrument No. SC1954517 being a Transfer of Easement registered on December 22, 2022.
- x. Instrument No. SC1954521 being a Transfer of Easement registered on December 22, 2022.
- y. Instrument No. SC1954522 being a Transfer of Easement registered on December 22, 2022.
- z. Instrument No. SC1957472 being a Transfer of Easement registered on January 13, 2023.

- aa. Instrument No. SC1957473 being a Transfer of Easement registered on January 13, 2023.
- bb. Instrument No. SC1957476 being a Transfer of Easement registered on January 13, 2023.
- cc. Instrument No. SC1965934 being a Land Registrar's Order registered on March 6, 2023.
- dd. Instrument No. SC1965946 being a Land Registrar's Order registered on March 6, 2023.
- ee. Instrument No. SC1969381 being a Condominium Declaration registered on March 24, 2023.
- ff. Instrument No. SC1974651 being a Condominium Declaration registered on April 21, 2023.
- gg. Instrument No. SC1975417 being Condominium By-Law No. 1 of Simcoe Common Elements Condominium Corporation No. 497 registered on April 26, 2023.
- hh. Instrument No. SC1975418 being Condominium By-Law No. 2 of Simcoe Common Elements Condominium Corporation No. 497 registered on April 26, 2023.
- ii. Instrument No. SC1975419 being Condominium By-Law Condominium By-Law No.3 of Simcoe Common Elements Condominium Corporation No. 497 registered on April 26, 2023.
- jj. Instrument No. SC1994663 being an Amendment to Condominium Declaration registered on July 19, 2023.
- 37. Instrument No. SC2009555 being a Land Registrar's Order registered on September 20, 2023.
- 38. Instrument No. SC2023926 being an Amendment to Condominium Declaration registered on November 23, 2023.
- 39. Instrument No. SCP496 being a Standard Condominium Plan registered on March 24, 2023.
- 40. Instrument No. SCP497 being a Condominium Plan registered on April 21, 2023.
- 41. Instrument No. 51R43634 being a Reference Plan registered on August 17, 2022.
- 42. Instrument No. 51R42804 being a Reference Plan registered on January 22, 2021.
- 43. Instrument No. 51R42805 being a Reference Plan registered on January 22, 2021.
- 44. Instrument No. 51R43820 being a Reference Plan registered on December 5, 2022.
- 45. Instrument No. 51R43276 being a Reference Plan registered on December 7, 2021.
- 46. Instrument No. 51R43821 being a Reference Plan registered on December 5, 2022.
- 47. Instrument No. 51R43593 being a Reference Plan registered on July 12, 2022.
- 48. Instrument No. 51R43825 being a Reference Plan registered on December 7, 2022.

**SCHEDULE E**  
**SALE PROCESS**

# Mapleview Sale Process

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1. On March 21, 2024, the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) granted an order (the “**Receivership Order**”), among other things, appointing KSV Restructuring Inc. as the receiver and manager (in such capacity, the “**Receiver**”) of the real property legally described in Schedule “A” hereto (the “**Lands**”) and all present and future assets, undertakings and personal property, with the exception of certain deposit monies, of Mapleview Developments Ltd. (“**Mapleview**”), Pace Mapleview Ltd. (“**Pace**”) and 2552741 Ontario Inc. (“**255 Ontario**” and together with Mapleview and Pace, the “**Debtors**” and each a “**Debtor**”), located at, related to, used in connection with or arising from or out of the Lands or which is necessary to the use and operation of the Lands, including all proceeds thereto (collectively, the “**Mapleview Property**”).
2. On ●, 2024, the Court granted an order (the “**Mapleview Sale Process Order**”) that, among other things: (a) authorized the Receiver to implement a sale process in accordance with the terms hereof (“**Sale Process**”); and (b) authorized and empowered the Receiver to enter into the Asset Purchase Agreement between the Receiver and Dunsire Homes Inc. (in such capacity, “**Stalking Horse Purchaser**”) dated ● (the “**Stalking Horse Purchase Agreement**”). Capitalized terms that are not otherwise defined herein have the meanings ascribed to them in the Mapleview Sale Process Order or the Stalking Horse Purchase Agreement, as the case may be. A copy of the Mapleview Sale Process Order can be found at <https://www.ksvadvisory.com/experience/case/mapleview>.
3. This Sale Process sets out the manner in which: (a) binding bids for executable transaction alternatives that are superior to the sale transaction contemplated by the Stalking Horse Purchase Agreement involving the property and assets of the Debtors will be solicited from interested parties; (b) any such bids received will be addressed; (c) any Successful Bid (as defined below) will be selected; and (d) Court approval of any Successful Bid will be sought.
4. This Sale Process shall be conducted by the Receiver and the Receiver shall be entitled to receive all information in relation to the Sale Process.
5. Parties who wish to have their bids considered must participate in this Sale Process as conducted by the Receiver.
6. This Sale Process will be conducted such that the Receiver will:
  - a) disseminate marketing materials and a process letter to potentially interested parties identified by the Receiver;
  - b) solicit interest from parties with a view to such interested parties entering into non-disclosure agreements in form and substance satisfactory to the Receiver in its sole discretion (each a “**NDA**”) (parties shall only obtain access to the data room and be permitted to participate in this Sale Process if they execute an NDA and agree to



the additional measures that are required by the Receiver to protect competitively sensitive information);

- c) provide applicable parties with access to a data room containing diligence information; and
  - d) request that such parties (other than the Stalking Horse Purchaser) submit (i) a letter of intent to bid that identifies the potential bidder and a general description of the Maplevue Property that would be the subject of the bid, the proposed consideration, and that reflects a reasonable prospect of culminating in a Qualified Bid (as defined below), as determined by the Receiver (a “**LOI**”), by the LOI Deadline (as defined below) and, if applicable, (ii) a binding offer meeting at least the requirements set forth in Section 8 below, as determined by the Receiver (a “**Qualified Bid**”), by the Qualified Bid Deadline (as defined below).
7. This Sale Process shall be conducted subject to the terms hereof and the following key milestones:
- a) the Receiver to commence the solicitation process – as soon as practicable following the granting of the Maplevue Sale Process Order;
  - b) the deadline to submit a LOI – 5:00 p.m. Eastern Time on the date that is thirty (30) calendar days following the granting of the Maplevue Sale Process Order (the “**LOI Deadline**”);
  - c) the deadline to submit a Qualified Bid – 5:00 p.m. Eastern Time on the date that is forty-five (45) calendar days following the granting of the Maplevue Sale Process Order (the “**Qualified Bid Deadline**”);
  - d) Receiver to determine whether a bid is a Qualified Bid and, if applicable, to notify those parties who submitted a Qualified Bid of the Auction (as defined below) – 5:00 p.m. Eastern Time on the date that is forty-eight (48) calendar days following the granting of the Maplevue Sale Process Order;
  - e) Receiver to hold an Auction (if applicable) – within three (3) business days of the Receiver determining that the Auction will take place;
  - f) Approval and Vesting Order (as defined below) hearing – by no later than ten (10) calendar days following the selection (or deemed selection) of the Successful Bid; and
  - g) the closing of the Successful Bid – as soon as reasonably practicable after the Approval and Vesting Order and, in any event, no later than ● calendar days after the Approval and Vesting Order or such later date as agreed to among the Receiver, KingSett Mortgage Corporation (“**KingSett**”) and the Stalking Horse Purchaser (the “**Outside Date**”), except that the Outside Date for the Stalking Horse Bid shall be, if the Stalking Horse Bid is selected as the Successful Bid, as set out in the Stalking Horse Purchase Agreement.

8. In order to constitute a Qualified Bid, a bid must comply with the following:

- a) it provides consideration that, in the opinion of the Receiver, is superior to the consideration provided for in the Stalking Horse Purchase Agreement, which for greater certainty includes the amount of the Priority Payables (as defined in the Stalking Horse Purchase Agreement), the amount outstanding under the charge registered on title to the Lands bearing registration number SC1950702 in favour of KingSett on closing of the transaction contemplated thereunder, as determined by the Receiver and the amount of the Assumed Liabilities (as defined in the Stalking Horse Purchase Agreement), among other things, plus a minimum amount equal to the Break Fee plus \$250,000; (the “**Consideration Value**”), and provides a detailed schedule that identifies, with specificity, the composition and sources of the Consideration Value and any assumptions that could reduce the net consideration payable including details of any material liabilities that are being assumed or being excluded;
- b) it provides for the closing of the transaction contemplated thereunder by no later than the Outside Date;
- c) it contains:
  - i. the legal name and identity (including jurisdiction of existence) and contact information of the bidder, full disclosure of its direct and indirect principals, and the name(s) of its controlling equityholder(s) and/or sponsors;
  - ii. a purchase agreement duly executed and binding on the bidder;
  - iii. a redline of the purchase agreement to the Stalking Horse Purchase Agreement;
  - iv. evidence of authorization and approval from the bidder’s board of directors (or comparable governing body) and, if necessary to complete the transaction, the bidder’s equityholder(s) in form and substance reasonably satisfactory to the Receiver;
  - v. disclosure of any connections or agreements with the Debtors or any of their affiliates, any known, potential, prospective bidder, or any officer, manager, director, member or known equity security holder of the Debtors or any of their affiliates; and
  - vi. such other information as may be reasonably requested by the Receiver;
- d) it includes a letter stating that the bid is submitted in good faith, is binding and is irrevocable until closing of the Successful Bid; provided, that if such bid is not selected as the Successful Bid or as the next-highest or otherwise best Qualified

Bid as compared to the Successful Bid (such bid, the “**Back-Up Bid**”) it shall only remain irrevocable until selection of the Successful Bid;

- e) it provides that the bid will serve as the Back-Up Bid if it is not selected as the Successful Bid and if selected as the Back-Up Bid it will remain irrevocable until the earlier of: (i) closing of the Successful Bid, or (ii) closing of the Back-Up Bid;
- f) it provides written evidence of a bidder’s ability to fully fund and consummate the transaction (including financing required, if any, prior to the closing of the transaction to finance the receivership proceedings) and satisfy its obligations under the transaction documents, including binding equity/debt commitment letters and/or guarantees covering the full value of all cash consideration and the additional items (in scope and amount) covered by the guarantees provided by affiliates of the bidder in connection with the Successful Bid;
- g) it does not include any request for or entitlement to any break fee, expense reimbursement or similar type of payment;
- h) it is not conditional upon:
  - i. approval from the bidder’s board of directors (or comparable governing body) or, if applicable, equityholder(s);
  - ii. the outcome of any due diligence by the bidder; or
  - iii. the bidder obtaining financing;
- i) it includes an acknowledgment and representation that the bidder:
  - i. has had an opportunity to conduct any and all required due diligence prior to making its bid, and has relied solely upon its own independent review, investigation and inspection in making its bid;
  - ii. is not relying upon any written or oral statements, representations, promises, warranties, conditions, or guaranties whatsoever, whether express or implied (by operation of law or otherwise), made by any person or party, including the Receiver and its employees, officers, directors, agents, advisors and other representatives, regarding the proposed transaction, this Sale Process, or any information (or the completeness of any information) provided in connection therewith, except as expressly stated in the proposed transaction documents;
  - iii. is making its bid on an “as is, where is” basis and without surviving representations or warranties of any kind, nature, or description by the Receiver or any of its employees, officers, directors, agents, advisors and

other representatives, except to the extent set forth in the proposed transaction documents;

- iv. is bound by this Sale Process and the Maplevue Sale Process Order; and
  - v. is subject to the exclusive jurisdiction of the Court with respect to any disputes or other controversies arising under or in connection with this Sale Process or its bid;
  - j) it specifies any regulatory or other third-party approvals the party anticipates would be required to complete the proposed transaction (including the anticipated timing necessary to obtain such approvals);
  - k) it is accompanied by a cash deposit (the “**Deposit**”) by wire transfer of immediately available funds equal to 10% of the Consideration Value, which Deposit shall be retained by the Receiver in a non-interest bearing trust account in accordance with the terms hereof;
  - l) it includes a statement that the bidder will bear its own costs and expenses (including legal and advisor fees) in connection with the proposed transaction, and by submitting its bid is agreeing to refrain from and waive any assertion or request for reimbursement on any basis; and
  - m) it is received by the Receiver by the Qualified Bid Deadline at the email addresses specified on **Schedule “B”** hereto.
9. The Qualified Bid Deadline may be extended by the Receiver, with the prior written consent of KingSett and the Stalking Horse Purchaser, or by further order of the Court.
10. The Receiver may, in consultation with KingSett, waive compliance with any one or more of the requirements specified in Section 8 above and deem a non-compliant bid to be a Qualified Bid, provided that the Receiver shall not waive compliance with the requirements specified in Subsections 8(a), (b), (c), (d), (f), (i), (j), (k) or (m) without the prior written consent of KingSett and the Stalking Horse Purchaser, each acting reasonably.
11. Notwithstanding the requirements specified in Section 8 above, the transaction contemplated by the Stalking Horse Purchase Agreement (the “**Stalking Horse Bid**”), is deemed to be a Qualified Bid.
12. If one or more Qualified Bids (other than the Stalking Horse Bid) have been received by the Receiver on or before the Qualified Bid Deadline, the Receiver will proceed with an auction process to determine the successful bid(s) (the “**Auction**”), which Auction shall be administered in accordance with **Schedule “C”** hereto. The successful bid(s) selected within the Auction shall constitute the “Successful Bid”. Forthwith upon determining to proceed with an Auction, the Receiver shall provide written notice to each party that submitted a Qualified Bid (including the Stalking Horse Purchaser) in accordance with the terms herein, along with copies of all Qualified Bids and a statement by the Receiver specifying which Qualified Bid is the leading bid.

13. If, by the LOI Deadline, (a) no LOI has been received, (b) no single LOI has been received with consideration at least as much as the Consideration Value, or (c) no group of LOIs have been received in respect of different Maplevue Property with aggregate consideration at least as much as the Consideration Value, then the Sale Process shall be deemed to be terminated and the Stalking Horse Bid shall be the Successful Bid and shall be consummated in accordance with and subject to the terms of the Stalking Horse Purchase Agreement.
14. If, by the Qualified Bid Deadline, no Qualified Bid (other than the Stalking Horse Bid) has been received by the Receiver, then the Stalking Horse Bid shall be deemed the Successful Bid and shall be consummated in accordance with and subject to the terms of the Stalking Horse Purchase Agreement.
15. Following selection of the Successful Bid, the Receiver, with the assistance of its advisors, shall seek to finalize any remaining necessary definitive agreement(s) with respect to the Successful Bid in accordance with the milestones set out in Section 7. Once the necessary definitive agreement(s) with respect to a Successful Bid have been finalized, as determined by the Receiver, the Receiver shall apply to the Court for an order or orders approving such Successful Bid and/or the mechanics to authorize the Receiver to complete the transactions contemplated thereby, as applicable, and authorizing the Receiver to: (a) enter into any and all necessary agreements and related documentation with respect to the Successful Bid; (b) undertake such other actions as may be necessary to give effect to such Successful Bid; and (c) implement the transaction(s) contemplated by such Successful Bid (each, an **“Approval and Vesting Order”**). If the Successful Bid is not consummated in accordance with its terms, the Receiver shall be authorized, but not required, to elect that the Back-Up Bid (if any) is the Successful Bid.
16. If a Successful Bid is selected and an Approval and Vesting Order authorizing the consummation of the transaction contemplated thereunder is granted by the Court, any Deposit paid in connection with such Successful Bid will be non-refundable and shall, upon closing of the transaction contemplated by such Successful Bid, be applied to the cash consideration to be paid in connection with such Successful Bid or be dealt with as otherwise set out in the definitive agreement(s) entered into in connection with such Successful Bid. Any Deposit delivered with a bid, other than the Stalking Horse Bid, that is not selected as a Successful Bid will be returned, without interest thereon, to the applicable bidder as soon as reasonably practicable (but not later than ten (10) business days) after the date upon which the Successful Bid is approved pursuant to the Approval and Vesting Order or such earlier date as may be determined by the Receiver; provided, however, that the Deposit in respect of the Back-Up Bid shall not be returned to the applicable bidder until the closing of the Successful Bid.
17. The Receiver shall be permitted, in its discretion, to provide general updates and information in respect of this Sale Process to any creditor (each a **“Creditor”**) on a confidential basis, upon: (a) the irrevocable confirmation in writing from such Creditor that it will not submit any bid in this Sale Process; and (b) such Creditor executing a

confidentiality agreement with the Receiver, in form and substance satisfactory to the Receiver.

18. Any amendments to this Sale Process may only be made by the Receiver, or by further order of the Court, provided that the Receiver shall not extend the Qualified Bid Deadline or amend the requirements specified in 8(a), (b), (c), (d), (f), (i), (j), (k) or (m) without the prior written consent of KingSett and the Stalking Horse Purchaser, each acting reasonably.

**SCHEDULE "A"**  
**MAPLEVIEW REAL PROPERTY**

**59497-0001 (LT)**

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

**58091-5319 (LT)**

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

**58091-5140 (LT)**

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

**58091-5139 (LT)**

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

AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5138 (LT)**

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

**58091-5137 (LT)**

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

**58091-5136 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 114, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER



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

**58091-5135 (LT)**

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

**58091-5134 (LT)**

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

**58091-5133 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 111, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5116 (LT)**

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

**58091-5115 (LT)**

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

**58091-5114 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 92, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5113 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 91, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO

AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5112 (LT)**

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

**58091-5111 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 89, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5110 (LT)**

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

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

**58091-5109 (LT)**

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

**58091-5098 (LT)**

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

**58091-5083 (LT)**

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

**58091-5072 (LT)**

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

**58091-5071 (LT)**

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

**58091-5070 (LT)**

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

**58091-5069 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 47, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO

AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5068 (LT)**

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

**58091-5067 (LT)**

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

**58091-5066 (LT)**

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

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

**58091-5065 (LT)**

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

**58091-5048 (LT)**

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

**58091-5047 (LT)**

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

**58091-5046 (LT)**

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

**58091-5045 (LT)**

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

**58091-5044 (LT)**

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

**58091-5043 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 21, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON



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

**58091-5042 (LT)**

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

**58091-5041 (LT)**

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

**58091-4598 (LT)**

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

**58091-3902 (LT)**

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

**58091-3901 (LT)**

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

**58091-3900 (LT)**

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

**58091-3899 (LT)**

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

**58091-3898 (LT)**

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

**58091-3897 (LT)**

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

**58091-3896 (LT)**

BLOCK 17, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-

43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; CITY OF BARRIE

**58091-3895 (LT)**

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

**58091-3894 (LT)**

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

**58091-3893 (LT)**

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

**58091-3891 (LT)**

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

**58091-3890 (LT)**

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

**58091-3889 (LT)**

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

**58091-3888 (LT)**

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

**58091-3886 (LT)**

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

**58091-4802 (LT)**

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

**SCHEDULE "B": E-MAIL ADDRESSES FOR DELIVERY OF BIDS**

To the Receiver:

[ngoldstein@ksvadvisory.com](mailto:ngoldstein@ksvadvisory.com); [mtallat@ksvadvisory.com](mailto:mtallat@ksvadvisory.com)

With a copy to the counsel for the Receiver:

[mwasserman@osler.com](mailto:mwasserman@osler.com); [drosenblat@osler.com](mailto:drosenblat@osler.com); [bmcradu@osler.com](mailto:bmcradu@osler.com)

## **SCHEDULE "A": AUCTION PROCEDURES**

1. **Auction.** If the Receiver receives at least one Qualified Bid (other than the Stalking Horse Bid), the Receiver will conduct and administer the Auction in accordance with the terms of the Sale Process. Instructions to participate in the Auction, which will take place via video conferencing, will be provided to Qualified Parties (as defined below) not less than 24 hours prior to the Auction.

2. **Participation.** Only parties that provided a Qualified Bid by the Qualified Bid Deadline, including the Stalking Horse Bid (collectively, the "**Qualified Parties**") and each a "**Qualified Party**"), shall be eligible to participate in the Auction. No later than 5:00 Eastern Time on the day prior to the Auction, each Qualified Party (other than the Stalking Horse Purchaser) must inform the Receiver whether it intends to participate in the Auction. The Receiver will promptly thereafter inform in writing each Qualified Party who has expressed its intent to participate in the Auction of the identity of all other Qualified Parties that have indicated their intent to participate in the Auction. If no Qualified Party provides such expression of intent, the Stalking Horse Bid shall be the Successful Bid.

3. **Auction Procedures.** The Auction shall be governed by the following procedures:

- a. **Attendance.** Only the Receiver, the Qualified Parties, and each of their respective advisors will be entitled to attend the Auction, and only the Qualified Parties will be entitled to make any subsequent Overbids (as defined below) at the Auction;
- b. **Minimum Overbid.** The Auction shall begin with the Qualified Bid that represents the highest or otherwise best Qualified Bid as determined by the Receiver (the "**Initial Bid**"), and any bid made at the Auction by a Qualified Party subsequent to the Receiver's announcement of the Initial Bid (each, an "**Overbid**"), must proceed in minimum additional cash increments of \$50,000;
- c. **Bidding Disclosure.** The Auction shall be conducted such that all bids will be made and received in one group video-conference, on an open basis, and all Qualified Parties will be entitled to be present for all bidding with the understanding that the true identity of each Qualified Party will be fully disclosed to all other Qualified Parties and that all material terms of each subsequent bid will be fully disclosed to all other Qualified Parties throughout the entire Auction; provided, however, that the Receiver, in its discretion, may establish separate video conference rooms to permit interim discussions between the Receiver and individual Qualified Parties with the understanding that all formal bids will be delivered in one group video conference, on an open basis;
- d. **Bidding Conclusion.** The Auction shall continue in one or more rounds and will conclude after each participating Qualified Party has had the opportunity to submit one or more additional bids with full knowledge and written confirmation of the then-existing highest bid(s); and

- e. **No Post-Auction Bids.** No bids will be considered for any purpose after the Auction has concluded.
- f. **Auction Cancellation/Postponement.** The Receiver reserves the right to cancel or postpone the Auction.
- g. **Additional Rules.** Except as otherwise set forth herein, the Receiver may establish additional rules for conducting the Auction, provided that such rules are: (a) disclosed to each participating Qualified Party; (b) designed, in the Receiver's business judgment, to result in the highest and otherwise best offer; and (c) not contrary to any material term set out herein.

**4. Selection.** Before the conclusion of the Auction, the Receiver, will: (a) review each Qualified Bid, considering the factors set out in Section 8 of the Sale Process and, among other things, (i) the amount of consideration being offered and, if applicable, the proposed form, composition and allocation of same, (ii) the value of any assumption of liabilities or waiver of liabilities not otherwise accounted for in prong (i) above; (iii) the likelihood of the Qualified Party's ability to close a transaction by the Outside Date and the timing thereof (including factors such as the transaction structure and execution risk, including conditions to, timing of, and certainty of closing; termination provisions; availability of financing and financial wherewithal to meet all commitments; and required governmental or other approvals), (iv) the likelihood of the Court's approval of the Qualified Bid, and (v) any other factors the Receiver may, consistent with its fiduciary duties, reasonably deem relevant; and (b) identify the highest or otherwise best bid received at the Auction (the "**Successful Bid**" and the Qualified Party making such bid, the "**Successful Party**").

**5. Acknowledgement.** The Successful Party shall complete and execute all agreements, contracts, instruments or other documents evidencing and containing the terms and conditions upon which the Successful Bid was made within one business day of the Successful Bid being selected as such, unless extended by the Receiver, subject to the milestones set forth in Section 7 of the Sale Process.

**SCHEDULE F**  
**SALE PROCESS ORDER**



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

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

THE HONOURABLE	)	●, THE ●
	)	
JUSTICE	)	DAY OF ●, 2024

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**

**ORDER  
(SALE PROCESS APPROVAL)**

**THIS MOTION**, made by KSV Restructuring Inc. in its capacity as the Court-appointed receiver and manager (in such capacity, the “**Receiver**”) of the real property legally described in **Schedule “A”** hereto (the “**Lands**”) and all present and future assets, undertakings and personal property, with the exception of certain deposit monies, of Maplevue Developments Ltd. (“**Maplevue**”), Pace Maplevue Ltd. (“**Pace**”) and 2552741 Ontario Inc. (“**255 Ontario**” and together with Maplevue and Pace, the “**Debtors**” and each a “**Debtor**”), located at, related to,

used in connection with or arising from or out of the Lands or which is necessary to the use and operation of the Lands, including all proceeds thereto (collectively, the “**Mapleview Property**”), for an order, *inter alia*, approving a sale process in respect of the Mapleview Property, in the form attached hereto as **Schedule “B”** (the “**Mapleview Sale Process**”) was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

**ON READING** the First Report of the Receiver dated ●, 2024 and the Appendices thereto (the “**First Report**”) and on hearing the submissions of counsel for the Receiver, the Applicant, the Stalking Horse Purchaser (as defined below) and the other parties listed on the counsel slip, no one else appearing for any other party although duly served as appears from the affidavit of service of ● sworn ●, 2024,

### **SERVICE AND DEFINITIONS**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the First Report.

### **SALE PROCESS**

3. **THIS COURT ORDERS** that the Mapleview Sale Process is hereby approved and the Receiver is hereby authorized and directed to implement the Mapleview Sale Process pursuant to the terms thereof and is hereby authorized and directed to perform its obligations thereunder and to do all things reasonably necessary to perform its obligations thereunder, subject to prior approval of the Court being obtained before completion of any transaction under the Mapleview Sale Process.
4. **THIS COURT ORDERS** that the Receiver and its affiliates, partners, directors, officers, employees, legal advisors, representatives, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of the Mapleview Sale Process, except to the extent of losses, claims, damages or liabilities that arise or result from the gross negligence or wilful misconduct

of the Receiver in performing its obligations under the Maplevue Sale Process, as determined by this Court in a final order that is not subject to appeal or other review.

5. **THIS COURT ORDERS** that, in conducting the Maplevue Sale Process, the Receiver shall have all of the benefits and protections granted to it under the *Bankruptcy and Insolvency Act* R.S.C. 1985, c. B-3, as amended, the Receivership Order and any other Order of this Court in the within proceeding.

### **STALKING HORSE PURCHASE AGREEMENT**

6. **THIS COURT ORDERS** that the Receiver is hereby authorized and empowered, *nunc pro tunc*, to enter into the asset purchase agreement dated ●, 2024 (the “**Stalking Horse Purchase Agreement**”) between the Receiver and Dunsire Homes Inc. (in such capacity, the “**Stalking Horse Purchaser**”) in the form attached as Appendix “●” to the First Report with such minor amendments as may be acceptable to each of the parties thereto; provided that nothing herein approves the sale and the vesting of any Maplevue Property to the Stalking Horse Purchaser pursuant to the Stalking Horse Purchase Agreement and that the approval of any sale and vesting of any such Maplevue Property shall be considered by this Court on a subsequent motion made to this Court if the transaction set out in the Stalking Horse Purchase Agreement is the Successful Bid pursuant to the Maplevue Sale Process.

### **BREAK FEE**

7. **THIS COURT ORDERS** that the Break Fee (as set out in the Stalking Horse Purchase Agreement) is hereby approved and the Receiver is hereby authorized and directed to pay the Break Fee to the Stalking Horse Purchaser in the manner and circumstances described in the Stalking Horse Purchase Agreement.

### **PIPEDA**

8. **THIS COURT ORDERS that**, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 and any similar legislation in any other applicable jurisdictions, the Receiver and its advisors are hereby authorized and permitted to disclose and transfer to prospective Maplevue Sale Process participants that are party to a non-disclosure agreement with the Receiver (each, a “**Sale Process Participant**”) and their respective

advisors personal information of identifiable individuals, but only to the extent required to negotiate or attempt to complete a transaction pursuant to the Maplevue Sale Process (a “**Transaction**”). Each Sale Process Participant to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation for the purpose of effecting a Transaction, and, if it does not complete a Transaction, shall return all such information to the Receiver, or, in the alternative, destroy all such information and provide confirmation of its destruction if requested by the Receiver. The bidder with a Successful Bid shall maintain and protect the privacy of such information and, upon closing of the Transaction(s) contemplated in the Successful Bid(s), shall be entitled to use the personal information provided to it that is related to the Debtors’ business and/or property acquired pursuant to the Maplevue Sale Process in a manner that is in all material respects identical to the prior use of such information by Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed and provide confirmation of its destruction if requested by the Receiver.

## **GENERAL**

9. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

10. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal and regulatory or administrative bodies, having jurisdiction in Canada or in any other foreign jurisdiction, to give effect to this Order and to assist the Receiver and its respective agents in carrying out the terms of this Order. All courts, tribunals and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its respective agents in carrying out the terms of this Order.

11. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.

**SCHEDULE "A"**  
**MAPLEVIEW REAL PROPERTY**

**59497-0001 (LT)**

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

**58091-5319 (LT)**

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

**58091-5140 (LT)**

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

**58091-5139 (LT)**

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

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

**58091-5138 (LT)**

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

**58091-5137 (LT)**

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

**58091-5136 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 114, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820

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

**58091-5135 (LT)**

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

**58091-5134 (LT)**

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

**58091-5133 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 111, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE



**58091-5116 (LT)**

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

**58091-5115 (LT)**

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

**58091-5114 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 92, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5113 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 91, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO



AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5112 (LT)**

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

**58091-5111 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 89, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5110 (LT)**

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

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

**58091-5109 (LT)**

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

**58091-5098 (LT)**

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

**58091-5083 (LT)**

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

**58091-5072 (LT)**

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

**58091-5071 (LT)**

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

**58091-5070 (LT)**

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

**58091-5069 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 47, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON

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

**58091-5068 (LT)**

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

**58091-5067 (LT)**

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

**58091-5066 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 44, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193

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

**58091-5065 (LT)**

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

**58091-5048 (LT)**

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

**58091-5047 (LT)**

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



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

**58091-5046 (LT)**

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

**58091-5045 (LT)**

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

**58091-5044 (LT)**

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

**58091-5043 (LT)**

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

**58091-5042 (LT)**

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

**58091-5041 (LT)**

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

**58091-4598 (LT)**

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

**58091-3902 (LT)**

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

**58091-3901 (LT)**

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

**58091-3900 (LT)**

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

**58091-3899 (LT)**

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

**58091-3898 (LT)**

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

**58091-3897 (LT)**

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

**58091-3896 (LT)**

BLOCK 17, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN



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

**58091-3895 (LT)**

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

**58091-3894 (LT)**

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

**58091-3893 (LT)**

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

**58091-3891 (LT)**

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

**58091-3890 (LT)**

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

**58091-3889 (LT)**

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

**58091-3888 (LT)**

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

**58091-3886 (LT)**

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

**58091-4802 (LT)**

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

**SCHEDULE “B”**  
**MAPLEVIEW SALE PROCESS**

KINGSETT MORTGAGE CORPORATION

Court File No: CV-24-00718993-00CL

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

*Ontario*  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

Proceeding commenced at Toronto

**ORDER**  
**(Sale Process Approval)**

**OSLER, HOSKIN & HARCOURT LLP**

1 First Canadian Place, P.O. Box 50  
Toronto, ON M5X 1B8  
Fax: 416.862.6666

Marc Wasserman (LSO# 44066M)  
Tel: 416.862.4908  
Email: [mwasserman@osler.com](mailto:mwasserman@osler.com)

Dave Rosenblat (LSO# 64586K)  
Tel: 416.862.5673  
Email: [sirving@osler.com](mailto:sirving@osler.com)

Blair McRadu (LSO# 85586M)  
Tel: 416.862.4204  
Email: [bmcradu@osler.com](mailto:bmcradu@osler.com)

Lawyers for the Receiver

## **Appendix “E”**

## Appendix E

### Summary of Construction Liens

	<b>Lien Claimant</b>	<b>Date of Lien Registration</b>	<b>Claim for Lien (CAD)</b>
1.	Rivervalley Masonry Group Ltd.	January 16, 2024	\$3,947,900.46
2.	Greenwall Concrete Forming Ltd.	April 11, 2024	\$103,322.02
3.	Cortina Kitchens Inc.	April 26, 2024	\$342,404.12
4.	Schaeffer Dzaldov Purcell Ltd.	April 5, 2024	\$70,354.44
5.	Penegal Trim & Supply Ltd.	March 19, 2024	\$309,908.68
6.	Bisoukis Enterprises Ltd.	April 18, 2024	\$542,070.29
7.	669857 Ontario Limited (Alma Mechanical)	March 22, 2024	\$476,690.25
8.	Quality Rugs of Canada Limited O/A Quality Sterling Group	January 29, 2024	\$1,016,739.88
9.	Foremont Drywall Contracting	February 7, 2024	\$2,453,798.21
10.	Con-Drain Company (1983) Limited: Block 16 (Phase 4)	December 8, 2023	\$3,404,024.68
11.	Con-Drain Company (1983) Limited: Block 17 (Phase 3)	December 8, 2023	\$729,256.22
12.	North Gate Farms Limited	January 17, 2024	\$69,271.58
13.		January 17, 2024	\$473,988.54
14.	Sunbelt Rentals of Canada Inc.	February 14, 2024	\$227,629.24
15.	Mykon Electric North Ltd.	March 25, 2024	\$859,890.27
16.	Home Lumber Inc.	January 25, 2024	\$1,421,466.63
17.	Alpa Stairs And Railings Inc.	January 25, 2024	\$195,615.55

18.	Newmar Window Manufacturing Inc.	January 26, 2024	\$445,756.09
19.	1588555 Ontario Inc. O/A Neb's Caulking	February 22, 2024	\$52,553.48
20.	Capelas Homes Ltd.	April 3, 2024	\$1,978,305.85
21.	1833785 Ontario Inc. (Breda Bay Point Plumbing)	May 17, 2024	\$583,386.80
<b>TOTAL</b>			<b>\$19,704,333.28</b>

## **Appendix “F”**



## Smith, Emma

---

**From:** Rosenblat, Dave  
**Sent:** July 8, 2024 10:36 PM  
**To:** Rosenblat, Dave  
**Cc:** Wasserman, Marc; Noah Goldstein; Murtaza Tallat  
**Subject:** In the Matter of Maplevue Developments Ltd. et al - Court File No.:  
CV-24-00716511-00CL

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;
  2. An indication of which invoices have been paid, and any that remain unpaid;
  3. 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: [Maplevue Developments Ltd., Pace Maplevue Ltd. and 2552741 Ontario Inc. \(ksvadvisory.com\)](https://www.maplevue.com).

We are available to discuss at your convenience if helpful.



**Dave Rosenblat**

Partner

416.862.5673 | [drosenblat@osler.com](mailto:drosenblat@osler.com)

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

**Smith, Emma**

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**From:** Rosenblat, Dave  
**Sent:** July 9, 2024 11:16 AM  
**To:** Rosenblat, Dave  
**Subject:** In the Matter of Maplevue Developments Ltd. et al - Court File No.:  
CV-24-00716511-00CL

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".

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  2. An indication of which invoices have been paid, and any that remain unpaid;
  3. Copies of such invoices.
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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: [Maplevue Developments Ltd., Pace Maplevue Ltd. and 2552741 Ontario Inc. \(ksvadvisory.com\)](https://www.maplevueadvisory.com).

We are available to discuss at your convenience if helpful.



**Dave Rosenblat**

Partner

416.862.5673 | [drosenblat@osler.com](mailto:drosenblat@osler.com)

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

## Smith, Emma

---

**From:** Smith, Emma <emsmith@osler.com>  
**Sent:** July 19, 2024 7:37 PM  
**To:** Smith, Emma  
**Cc:** Rosenblat, Dave; Gillott, Roger; Noah Goldstein; Murtaza Tallat  
**Subject:** RE: In the Matter of Mapleview Developments Ltd. et al - Court File No.: CV-24-00716511-00CL

Hello,

We are following up on our below email of July 8, 2024.

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.

As was previously communicated to you on or around July 8, 2024, 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”.

We previously requested the below documentation be provided to us by July 12, 2024:

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;
  2. An indication of which invoices have been paid, and any that remain unpaid;
  3. Copies of such invoices.
2. Any other document(s) or information you wish to bring to our attention.

We have not received any documentation from you or your client to date. As such, we request the above information by **July 23** at the latest. If you do not provide us with the requested information in a timely manner, we intend to calculate potential “Priority Payables” to your client based on the Company’s books and records.

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.mapleviewdevelopments.com).

We are available to discuss at your convenience if helpful.

Sincerely,  
Emma



**Emma Smith**

Associate

416.862.5924 | [emsmith@osler.com](mailto:emsmith@osler.com)

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

---

**From:** Rosenblat, Dave

**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 Mapleview Developments Ltd. et al - Court File No.: CV-24-00716511-00CL

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").

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We are available to discuss at your convenience if helpful.



**Dave Rosenblat**

Partner

416.862.5673 | [drosenblat@osler.com](mailto:drosenblat@osler.com)

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

## Smith, Emma

---

**From:** Smith, Emma  
**Sent:** July 19, 2024 7:40 PM  
**To:** Smith, Emma  
**Cc:** Rosenblat, Dave; Gillott, Roger; Noah Goldstein; Murtaza Tallat  
**Subject:** RE: In the Matter of Mapleview Developments Ltd. et al - Court File No.: CV-24-00716511-00CL

Hello,

We are following up on our below email of July 9, 2024.

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”).

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As was previously communicated to you on or around July 9, 2024, 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”.

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

We have not received any documentation from you or your client to date. As such, we request the above information by **July 23** at the latest. If you do not provide us with the requested information in a timely manner, we intend to calculate potential “Priority Payables” to your client based on the Company’s books and records.

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We are available to discuss at your convenience if helpful.



Sincerely,  
Emma



Emma Smith  
Associate  
416.862.5924 | [emsmith@osler.com](mailto:emsmith@osler.com)  
Osler, Hoskin & Harcourt LLP | [osler.com](http://osler.com)

---

**From:** Rosenblat, Dave <drosenblat@osler.com>  
**Sent:** Tuesday, July 9, 2024 11:16 AM  
**To:** Rosenblat, Dave <drosenblat@osler.com>  
**Subject:** In the Matter of Mapleview Developments Ltd. et al - Court File No.: CV-24-00716511-00CL

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").

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

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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. \(ksvadvisory.com\)](http://Mapleview Developments Ltd., Pace Mapleview Ltd. and 2552741 Ontario Inc. (ksvadvisory.com)).

We are available to discuss at your convenience if helpful.



**Dave Rosenblat**

Partner

416.862.5673 | [drosenblat@osler.com](mailto:drosenblat@osler.com)

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

## **Appendix “G”**

## Appendix G

### Holdback Reserve Amount

	<b>Lien Claimant</b>	<b>Claim for Lien (CAD)</b>	<b>Maximum Potential Priority Payable Calculation (CAD)</b>	<b>Calculation Method</b>
1.	Rivervalley Masonry Group Ltd.	\$3,947,900.46	\$583,832.82	10% of total invoices for which holdback had not been released based on records provided by the Lien Claimant and the Company's books and records. Invoice 22755 was not included, as lien claimant's counsel did not respond to the Receiver's request to produce the progress certificate supporting the invoice.
2.	Greenwall Concrete Forming Ltd.	\$103,322.02	\$103,322.02	10% of total invoices for which holdback had not been released based on records provided by the Lien Claimant and the Company's books and records.
3.	Cortina Kitchens Inc.	\$342,404.12	\$114,290.66	10% of total invoices for which holdback had not been released based on records provided by the Lien Claimant and the Company's books and records.
4.	Schaeffer Dzaldov Purcell Ltd.	\$70,354.44	\$7,035.44	10% of total invoices for which holdback had not been released based on records provided by the Lien Claimant and the Company's books and records.
5.	Penegal Trim & Supply Ltd.	\$309,908.68	\$141,576.73	10% of total invoices for which holdback had not been released based on records provided by the Lien Claimant and the Company's books and records.
6.	Bisoukis Enterprises Ltd.	\$542,070.29	\$95,274.70	10% of total invoices for which holdback had not been released based on records provided by the Lien Claimant and the Company's books and records.

	<b>Lien Claimant</b>	<b>Claim for Lien (CAD)</b>	<b>Maximum Potential Priority Payable Calculation (CAD)</b>	<b>Calculation Method</b>
7.	669857 Ontario Limited (Alma Mechanical)	\$476,690.25	\$220,124.36	10% of total invoices for which holdback had not been released based on records provided by the Lien Claimant and the Company's books and records.
8.	Quality Rugs of Canada Limited O/A Quality Sterling Group	\$1,016,739.88	\$255,442.23	10% of total invoices for which holdback had not been released based on records provided by the Lien Claimant and the Company's books and records. The Receiver verified the invoice amounts which were included in the excel summary sent by counsel.
9.	Foremont Drywall Contracting	\$2,453,798.21	\$714,134.18	10% of total invoices for which holdback had not been released based on records provided by the Lien Claimant and the Company's books and records.
10.	Con-Drain Company (1983) Limited: Block 16 (Phase 4)	\$3,404,024.68	\$245,337.28	10% of total invoices for which holdback had not been released based on records provided by the Lien Claimant and the Company's books and records. Counsel provided the Receiver a detailed breakdown and supporting documentation, which the Receiver accepted.
11.	Con-Drain Company (1983) Limited: Block 17 (Phase 3)	\$729,256.22	\$0	After performing due diligence on the publication of Certificates of Substantial Performance in the Daily Commercial News, the Receiver identified that a Certificate of Substantial Performance regarding Block 17 was published on June 3, 2022, which confirms that the work

	<b>Lien Claimant</b>	<b>Claim for Lien (CAD)</b>	<b>Maximum Potential Priority Payable Calculation (CAD)</b>	<b>Calculation Method</b>
				was substantially performed on May 30, 2022. Given that Con-Drain's Claim for Lien for Block 17 was not registered on title until December 8, 2023 (ie. 18 months later), the lien is out of time as it was not registered within the 60-day period following publication of the Certificate of Substantial Performance.
12.	North Gate Farms Limited	\$69,271.58	\$176,917	10% of total invoices for which holdback had not been released based on records provided by the Lien Claimant and the Company's books and records. The Receiver requested counsel to provide a summary chart which indicated which invoices were associated with each Phase. Counsel did not respond, and as such the Receiver was unable to determine how much holdback was associated with each lien and has instead provided one global priority holdback amount.
13.		\$473,988.54		
14.	Sunbelt Rentals of Canada Inc.	\$227,629.24	\$22,948.91	10% of total invoices for which holdback had not been released based on records provided by the Lien Claimant and the Company's books and records.
15.	Mykon Electric North Ltd.	\$859,890.27	\$310,137.69	10% of total invoices for which holdback had not been released based on records provided by the Lien Claimant and the Company's books and records.
16.	Home Lumber Inc.	\$1,421,466.63	0	Lien claimant's counsel did not respond to the Receiver's request on July 8 or the follow-up request on July 19, 2024 to

	<b>Lien Claimant</b>	<b>Claim for Lien (CAD)</b>	<b>Maximum Potential Priority Payable Calculation (CAD)</b>	<b>Calculation Method</b>
				produce invoices or relevant documentation.
17.	Alpa Stairs And Railings Inc.	\$195,615.55	0	Lien claimant's counsel did not respond to the Receiver's request on July 8 or the follow-up request on July 19, 2024 to produce invoices or relevant documentation.
18.	Newmar Window Manufacturing Inc.	\$445,756.09	0	Lien claimant's counsel did not respond to the Receiver's request on July 8 or the follow-up request on July 19, 2024 to produce invoices or relevant documentation.
19.	1588555 Ontario Inc. O/A Neb's Caulking	\$52,553.48	\$15,501.83	10% of total invoices for which holdback had not been released based on records provided by the Lien Claimant and the Company's books and records.
20.	Capelas Homes Ltd.	\$1,978,305.85	\$607,450.31	10% of total invoices for which holdback had not been released based on records provided by the Lien Claimant and the Company's books and records.
21.	1833785 Ontario Inc. (Breda Bay Point Plumbing)	\$583,386.80	\$250,833.35	10% of total invoices for which holdback had not been released based on records provided by the Lien Claimant and the Company's books and records.
<b>TOTAL</b>		<b>\$19,704,333.28</b>	<b>\$3,864,159.51</b>	

## **Appendix “H”**



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

**B E T W E E N :**

**KINGSETT MORTGAGE CORPORATION**

Applicant

- and -

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

**AFFIDAVIT OF NOAH GOLDSTEIN  
(Sworn July 26, 2024)**

I, Noah Goldstein, of the City of Toronto, in the Province of Ontario, MAKE OATH AND  
SAY:

1. I am a Managing Director of KSV Restructuring Inc. ("KSV").
2. Pursuant to an order (the "Initial Order") issued by the Ontario Superior Court of Justice (Commercial List) (the "Court") on March 21, 2024, KSV Restructuring Inc. ("KSV") was appointed receiver and manager (in such capacities, the "Receiver"), of the real property legally described in Schedule "A" to the Initial Order (the "Real Property") of Maplevue Developments Ltd. ("Maplevue"), Pace Maplevue Ltd. ("Pace") and 2552741 Ontario Inc. ("255 Ontario" and together with Maplevue and Pace, the "Debtors" and each a "Debtor"),
3. I have been involved in the management of this mandate since its outset. As such, I have knowledge of the matters to which I hereinafter depose.

4. On July 26, 2024, the Monitor finalized its Second Report to Court in which it outlined its activities with respect to the Debtors Receivership proceeding as well as provided information with respect to the Receiver's fees and disbursements and those of its legal counsel, Osler, Hoskin & Harcourt LLP.

5. I hereby confirm that attached as Exhibit "A" hereto are true copies of the accounts of KSV for the periods indicated and confirm that these accounts accurately reflect the services provided by KSV in this matter and the fees and disbursements claimed by it.

6. Additionally, attached hereto as Exhibit "B" is a summary of additional information with respect to all members of KSV who have worked on this matter, including their roles, hours and rates, and I hereby confirm that the list represents an accurate account of such information.

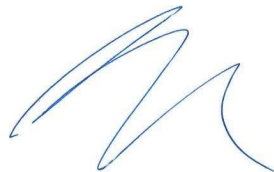
7. I consider the accounts to be fair and reasonable considering the circumstances connected with this administration.

8. I also confirm that the Receiver has not received, nor expects to receive, nor has the Receiver been promised any remuneration or consideration other than the amount claimed in the accounts.

**SWORN BEFORE ME** over videoconference by Noah Goldstein stated as being located in the City of Toronto in the Province of Ontario, before me at the City of Toronto in the Province of Ontario, on July 26, 2024, in accordance with O. Reg 431/20 Administering Oath or Declaration Remotely



Rajinder Kashyap, a Commissioner, etc.,  
Province of Ontario, for KSV Restructuring Inc.  
Expires February 23, 2027



Noah Goldstein

This is Exhibit "A" referred to in the  
Affidavit of Noah Goldstein sworn before  
me, this 26<sup>th</sup> day of July, 2024



.....  
Rajinder Kashyap, a Commissioner, etc.,  
Province of Ontario, for KSV Restructuring Inc.  
Expires February 23, 2027



**ksv advisory inc.**  
220 Bay St, Suite 1300 PO Box 20  
Toronto, Ontario, M5J 2W4  
T +1 416 932 6262  
F +1 416 932 6266

ksvadvisory.com

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## INVOICE

Mapleview Developments Ltd., Pace Mapleview Ltd.  
and 2552741 Ontario Inc.  
c/o KSV Restructuring Inc.  
220 Bay Street, Suite 1300  
Toronto, ON M5J 2W4

July 26, 2024

Invoice No: 3802  
HST #: 818808768RT0001

**Re: Mapleview Developments Ltd. ("Mapleview"), Pace Mapleview Ltd. ("Pace Mapleview") and 2552741 Ontario Inc. ("255 Ont" and together with Mapleview and Pace Mapleview, the "Company")**

For professional services rendered by KSV Restructuring Inc. for the period March 12, 2024 to July 22, 2024 in its capacity as receiver and manager (the "Receiver") of certain property, assets and undertakings of the Company pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "Court") issued on March 21, 2024 (the "Receivership Order"):

### Background and General

- Corresponding extensively with Osler, Hoskin & Harcourt LLP ("Osler"), the Receiver's counsel, regarding all aspects of the receivership proceedings;
- Corresponding with Kingsett Mortgage Corporation ("KingSett"), MarshallZehr Group Inc. ("MarshallZehr"), and certain other mortgagees, (collectively, the "Mortgagees") regarding these receivership proceedings generally;
- Corresponding with Bennett Jones LLP ("Bennett Jones"), KingSett's counsel, regarding the receivership proceedings generally;
- Corresponding with Chaitons LLP ("Chaitons"), MarshallZehr's counsel, regarding the receivership proceedings generally;
- Preparing for the receivership proceedings of the Company, including reviewing information pertaining to the status of the development phases of the Company;
- Corresponding with representatives of the Pace Group of Companies ("Pace Group") to, among other things, obtain the Company's books and records including financial information pertaining to the Company's real property municipally known as 700-780

Mapleview Drive East, Barrie, Ontario (the "Real Property") on which it is developing a residential townhome project (the "Project")., information regarding certain historical transactions from the Company's accounts and to obtain certain financial and other information pertaining to the Company, including historical general ledgers, trial balances and accounts payables information;

- Corresponding with the Mortgagees to obtain information relating to the development status of the Real Property;
- Corresponding on a near daily basis with Pace Group to coordinate activities at the development site, including with respect to waste management, security and access, repairs and other matters specific to the Real Property;
- Reviewing financial and other information related to the Company, including, among other things, the:
  - development status of the Real Property;
  - most recent trial balances;
  - most recent bank statements;
  - most recent account payable ledgers;
  - title searches;
  - management fee agreements;
  - insurance policies; and
  - real estate appraisals;
- Engaging Tert & Ross Inc. ("T&R"), a third-party contractor, to perform site visits and to secure and maintain certain of the Real Property;
- Reviewing reports from T&R regarding site conditions and security matters at the Real Property and corresponding extensively with T&R in respect of the same;
- Corresponding extensively with Stealth Monitoring to regarding electronic monitoring services and the continuous monitoring of site conditions and security matters;
- Corresponding extensively with A-Aaron Protection Services Inc. ("A-Aaron") regarding regular security guard service on site and reviewing weekly reports received from A-Aaron regarding security activities on site;
- Corresponding with First Service Residential, the property manager for units on site belonging to the Standard Common Element Condominium Corporation (S.C.E.C.C) 497 regarding, among other things, various operational matters relating to the Real Property;
- Corresponding with Kroll Consulting Canada Co. to image the Company's electronic records;
- Opening estate bank accounts for each the Company;
- Corresponding with Royal Bank of Canada ("RBC") and Bank of Montreal ("BMO") regarding the Company's bank accounts and requesting that the Company's account balances be transferred to the Receiver's accounts;
- Corresponding with RBC to request bank statements and further details on specific transactions in the Company's bank statements;

- Corresponding with BMO regarding certain letters of credit issued in favour of the City of Barrie;
- Corresponding with Pace Group regarding the Company's cash balances, including their sources and uses;
- Corresponding extensively with Masters Insurance Limited ("Masters Insurance"), the Company's insurance broker, to obtain copies of the insurance policies and to request that the Receiver be added as a named insured and loss payee on the policies;
- Corresponding with Masters Insurance regarding the renewal and extension of certain of the insurance policies pertaining to the Company, including on March 22, 2024, April 2 and 11 2024, May 14, 23, 29 and 30 2024, June 4, 11, 12, and 13 2024, July 2 and 19 2024

#### Court Matters

- Reviewing and commenting on application materials filed by KingSett regarding the appointment of a Receiver;
- Attending in Court on March 21, 2024 in connection with the receivership application;
- Reviewing the Receivership Order and the corresponding Endorsement issued by the Court;
- Reviewing materials filed with the Court in connection with a motion filed by the Receiver returnable on May 30, 2024 (the "Sale Process Motion"), including:
  - the Notice of Motion of the Receiver; and
  - the Sale Process Approval Order;
- Preparing the Receiver's First Report to Court dated May 21, 2024 (the "First Report") to seek approval of, among other things, the sale process;
- Corresponding extensively with Osler regarding the First Report and the Sale Process Motion;
- Attending Court on May 30, 2024 in connection with the Sale Process Motion;

#### Sale Process

- Corresponding extensively with Dunsire Homes Inc. (the "Stalking Horse Purchaser") and its counsel, Thornton Grout Finnigan LLP ("TGF") regarding its interest in the Real Property, including facilitating its due diligence requests;
- Reviewing and providing comments on multiple drafts of the Stalking Horse Asset Purchase Agreement (the "APA") submitted by the Stalking Horse Purchaser;
- Conducting the Court-approved sale process (the "Sale Process") in accordance with the Sale Process Approval Order dated May 30, 2024, including:
  - Preparing a list of potential buyers (the "Potential Buyers"), including prospective strategic buyers and financial buyers;

- Preparing a “Teaser” document to describe the opportunity;
  - Contacting the Potential Buyers by way of phone calls and email correspondence on a number of occasions;
- Managing and updating a virtual data room (“VDR”) with financial, operational and other information regarding the Company’s project;
- Providing interested parties that executed a confidentiality agreement with access to the VDR;
- Reviewing an offer submitted at the bid deadline under the Sale Process and discussing the same with Osler and the Mortgagees;
- Attending calls, emails and diligence requests from Potential Buyers;

#### Homebuyer Matters

- Attending calls and corresponding by email with numerous homebuyers of the Project on a near daily basis;
- Attending calls and corresponding by email with numerous homebuyers that had closed on their homes at the Project prior to the receivership, including regarding the status of their warranty claims;
- Preparing a Notice to Homebuyers dated April 11, 2024, advising homebuyers of the receivership proceedings and to advise of the warranty coverage available through Tarion Warranty Corporation (“Tarion”);
- Preparing a Notice to homebuyers dated May 23, 2024, advising of the Sale Process Motion;
- Corresponding with and considering comments from Osler on the notices;
- Corresponding with Torys LLP, counsel to Tarion, regarding the receivership proceedings, the status of the Real Property, Tarion’s warranty coverage and homebuyer deposits;
- Reviewing listings of homebuyer sales and deposits provided by the Company;
- Corresponding with Devry Smith Frank LLP, the law firm which held deposits in trust for the Project, regarding the status of the homebuyer deposits;

#### Other

- Responding to numerous inquiries from creditors and interested parties regarding the Company;
- Dealing with numerous vendors to resolve issues arising at the Project, including relating to security and repairs;
- Maintaining the receivership case website;

- Preparing Notices and Statements of Receiver (the “Notices”) for the Company pursuant to Subsection 245(1) and 246(1) of the *Bankruptcy and Insolvency Act*;
- Corresponding with the Company’ vendors regarding the status of these receivership proceedings;
- Corresponding with the Company’s utility provider(s) and requesting that the Company’s post filing balances be transferred to a Receivership account;
- Reviewing and preparing a reconciliation of the lien` claims filed on title to the Real Property and discussing the same extensively with Osler and TGF;
- Corresponding extensively with Osler and TGF regarding certain priority disputes as amongst the various secured mortgagees;
- Corresponding with Westmount Guarantee Services Inc. and its counsel in its capacity as a secured mortgagees of the Company;
- Reviewing and performing analysis on the Company’s general ledger to, among other things, determine the intercompany activities between the Company and its related entities;
- Corresponding with the City of Barrie regarding the status of the Project;
- Convening internal meetings; and
- To all other meetings, correspondence, etc. related to the Company.

Total fees and disbursements	\$ 298,140.14
HST	<u>38,758.22</u>
Total due	<u><u>\$ 336,898.36</u></u>



KSV Restructuring Inc.  
Maplview Developments Inc., Pace Mapleview Ltd., and 2552741 Ontario Inc

**Time Summary**

For the Period Ending July 22, 2024

Personnel	Rate (\$)	Hours	Amount (\$)
Noah Goldstein	750	132.25	99,187.50
Eli Brenner	560	25.00	14,000.00
Murtaza Tallat	550	179.55	98,752.50
Nathalie El-Zakhem	450	150.15	67,567.50
Prajwol Bhandary	275	54.00	14,850.00
Other Staff and Administration		14.85	3,089.75
Total Fees		555.80	297,447.25
Add: Out of Pocket Disbursements			
Ascend fee			325.00
photocopies			222.25
postage			118.74
courier			26.90
Out of pocket disbursements			692.89
Total Fees and Disbursements			298,140.14

This is Exhibit "B" referred to in the  
Affidavit of Noah Goldstein sworn before  
me, this 26<sup>th</sup> day of July, 2024



.....  
Rajinder Kashyap, a Commissioner, etc.,  
Province of Ontario, for KSV Restructuring Inc.  
Expires February 23, 2027

Exhibit "B"

Mapleview Developments Ltd., Pace Mapleview Ltd. and 2552741 Ontario Inc.  
Schedule of Professionals' Time and Rates  
For the Period of March 12, 2024 to July 22, 2024

Name	Role	Hours	Billing Rate (Per Hour)	Total Fees by Professional (\$)
Noah Goldstein	Overall Responsibility	132.25	\$ 750	99,187.50
Eli Brenner	Sale Process Assistance	25.00	\$ 560	14,000.00
Murtaza Tallat	All aspects of mandate	179.55	\$ 550	98,752.50
Nathalie El-Zakhem	All aspects of mandate	150.15	\$ 450	67,567.50
Prajwol Bhandary	Sale Process Assistance	54.00	\$ 275	14,850.00
Other staff and administrative		14.85	\$ 175 - 225	3,089.75
Total hours				555.80
Total fees				<u>\$ 297,447.25</u>
Average hourly rate				535.17

## **Appendix “I”**

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

B E T W E E N:

**KINGSETT MORTGAGE CORPORATION**

Applicant

- and –

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

Respondents

**IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE  
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND  
SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS  
AMENDED**

**AFFIDAVIT OF DAVID ROSENBLAT**  
(sworn July 26, 2024)

I, David Rosenblat, of the City of Toronto, in the Province of Ontario, MAKE OATH AND  
SAY:

1. I am a partner with the law firm of Osler, Hoskin & Harcourt LLP (“**Osler**”), which is counsel to KSV Restructuring Inc. (“**KSV**”) in its capacity as the Court-appointed receiver and manager pursuant to section 243 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, without security, of the real property legally described in Schedule “A” (the “**Real Property**”) of the Receivership Order granted on March 21, 2024 (the “**Receivership Order**”) by the Ontario

Superior Court of Justice (Commercial List) (the “**Court**”), and all present and future assets, undertakings and personal property, with the exception of certain deposit monies, of Maplevue Developments Ltd. (“**Maplevue**”), Pace Maplevue Ltd. (“**Pace**”) and 2552741 Ontario Inc. (“**255 Ontario**”) and together with Maplevue and Pace, the “**Debtors**” and each a “**Debtor**”), located at, related to, used in connection with or arising from or out of the Real Property or which is necessary to the use and operation of the Real Property, including all proceeds thereto (in such capacity, the “**Receiver**”). As such, I have knowledge of the matters hereinafter deposed to, except where stated to be on information and belief and where so stated I verily believe it to be true.

2. This affidavit is made in support of a motion by the Receiver seeking, among other things, approval of the fees and disbursements of Osler in its capacity as legal counsel for the Receiver for the period from March 14, 2024 to July 25, 2024 (the “**Approval Period**”).

3. Pursuant to paragraph 19 of the Receivership Order, the Receiver and its legal counsel are to be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Debtors as part of these proceedings. Pursuant to paragraph 20 of the Receivership Order, the Receiver and its legal counsel are required to pass their accounts from time to time, and for that purpose the accounts of the Receiver and its legal counsel are referred to the Court.

4. Attached hereto and marked as **Exhibit “A”** are true copies of the accounts (the “**Osler Accounts**”) rendered by Osler to the Receiver for Approval Period. The Osler Accounts have been redacted to remove privileged, confidential and sensitive information.

5. Attached hereto as **Exhibit “B”** is a schedule summarizing the Osler Accounts in respect of the Approval Period. As shown in the summary, Osler incurred fees and disbursements during

the Approval Period totaling \$745,646.22, comprised of fees of \$648,938.50, disbursements of \$10,972.45 and taxes of \$85,735.27. All amounts billed were at Osler's standard rates and charges.

6. Attached hereto as **Exhibit "C"** is a schedule summarizing the respective years of call and billing rates of each of the professionals at Osler that rendered services to the Receiver, the hours worked by each such individual and a blended hourly rate for fees incurred during the Approval Period. As shown in the summary, Osler incurred a total of 874.3 hours in connection with this matter during the Approval Period at an average hourly rate of \$742.24.

7. To the best of my knowledge, the rates charged by Osler during the Approval Period are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services. I believe that the total hours, fees and disbursements incurred by Osler during the Approval Period are reasonable and appropriate in the circumstances.

**SWORN BEFORE ME** this 26th day of July, 2024. The affiant and the commissioner were located in the City of Toronto, in the Province of Ontario.



---

*Commissioner for Taking Affidavits*  
Chloe Duggal | LSO # 88142K



---

**DAVID ROSENBLAT**

THIS IS EXHIBIT “A” REFERRED TO IN  
THE AFFIDAVIT OF DAVID ROSENBLAT  
SWORN BEFORE ME ON THIS 26TH DAY OF JULY 2024

A handwritten signature in black ink, appearing to read 'Chloe Duggal', with a horizontal line drawn through the middle of the signature.

---

Chloe Duggal | LSO # 88142K  
A Commissioner for Taking Affidavits



**EXHIBIT A**

OSLER, HOSKIN & HARCOURT LLP  
1 First Canadian Place  
PO BOX 50  
Toronto ON M5X 1B8  
CANADA  
416.362.2111 main  
416.862.6666 facsimile

OSLER

## Invoice Issued in Canadian Dollars

KSV Advisory Inc.  
Bay Adelaide Centre  
333 Bay Street  
Suite 1400  
Toronto, ON M5H 2R2  
CANADA

Attention: Noah Goldstein  
Managing Director

Invoice No.: 12914467  
Date: July 23, 2024  
Payor ID: 228776  
GST/HST No.: 121983217 RT0001

Contact: Marc Wasserman  
Direct Dial: (416) 862-4908  
E-mail: MWasserman@Osler.com

For professional services rendered for Project Forest (F#1254587) .

OUR FEE HEREIN	295,517.50
REIMBURSABLE EXPENSES *	7,545.04
HST @ 13%	39,344.98
<b>TOTAL (CAD):</b>	<b>342,407.52</b>

\* Includes non-taxable expenses of 408.95 CAD

Accounts are due and payable on delivery. Interest will accrue at the annual rate of 12% from the date that is one month after delivery until the date paid.



We are committed to protecting the environment. Please provide your email address to [payments@osler.com](mailto:payments@osler.com) to receive invoices and reminder statements electronically.



### REMITTANCE ADVICE

Canadian Dollars EFT and Wire Payments:

TD Canada Trust  
751 3rd Street S.W.  
Calgary, Alberta T2P 4K8  
Transit No: 80629-0004  
Account No: 5219313  
SWIFT Code: TDOMCATTOR

Cheque Payments:

Osler, Hoskin & Harcourt LLP  
FINANCE & ACCOUNTING  
(RECEIPTS)  
1 First Canadian Place  
PO BOX 50  
Toronto, Ontario M5X 1B8  
Canada

Invoice No.: 12914467  
Payor ID: 228776  
Amount: 342,407.52 CAD

Please provide details of EFT/wire to [payments@osler.com](mailto:payments@osler.com), itemizing invoice number(s) being paid. Email money transfers are not accepted.

Please return remittance advice(s) with cheque.

osler.com

## FEE SUMMARY

NAME	HRS	RATE	FEES
<u>PARTNER</u>			
Joshua Disenhouse	28.20	915	25,803.00
Jennifer Fairfax	0.80	1,085	868.00
Roger Gillott	27.50	1,155	31,762.50
Matthew Kronby	1.10	1,315	1,446.50
Kaeleigh Kuzma	0.50	1,020	510.00
Shuli Rodal	5.50	1,235	6,792.50
David Rosenblat	83.80	1,050	87,990.00
Marc Wasserman	5.40	1,500	8,100.00
Greg Wylie	0.70	1,450	1,015.00
<u>ASSOCIATE</u>			
Marleigh Dick	14.10	735	10,363.50
Carolyn Jumaa	63.30	800	50,640.00
Adam Margeson	13.80	735	10,143.00
Blair McRadu	40.60	800	32,480.00
Chelsea Rubin	9.00	735	6,615.00
Emma Smith	5.60	590	3,304.00
<u>PARAPROFESSIONAL</u>			
Kevin MacEachern	1.50	310	465.00
Shreya Murali	7.00	330	2,310.00
Chantal Silk	15.70	330	5,181.00
Annie Tran	9.90	425	4,207.50
<u>STUDENT</u>			
Davis Haugen	7.20	370	2,664.00
Albina Mamonkina	5.90	370	2,183.00
<u>OTHER</u>			
Elfi Kwong	0.80	370	296.00
<u>CORPORATE SEARCHES FIXED FEES</u>			
Corporate Searches by Eugene L. Williams			378.00
<b>TOTAL FEES (CAD):</b>	<b>347.90</b>		<b>295,517.50</b>

## FEE DETAIL

DATE	NAME	DESCRIPTION	HRS
Mar-14-24	David Rosenblat	Reviewing correspondence.	0.10

Mar-15-24	Blair McRadu	Reviewing motion materials and attending to correspondence regarding same.	0.90
Mar-17-24	David Rosenblat	Reviewing form of order; reviewing application record.	0.90
Mar-19-24	David Rosenblat	Reviewing correspondence.	0.20
Mar-21-24	David Rosenblat	Preparing for and attending receivership motion; reviewing correspondence; discussing status with M. Wasserman.	1.30
Mar-21-24	Marc Wasserman	Attending hearing and discussions regarding potential stalking horse arrangements.	1.00
Mar-22-24	David Rosenblat	Reviewing correspondence; responding to emails.	0.20
Mar-22-24	Annie Tran	Reviewing court order; obtaining copy of parcel registers and reviewing parcel registers; drafting acknowledgment and direction regarding application to register court order; drafting electronic application to register court order; sending draft documents to C. Jumaa for review.	1.50
Mar-25-24	David Rosenblat	Reviewing correspondence; following up on issued order; attending to registration of receivership.	0.30
Mar-26-24	Carolyn Jumaa	Reviewing draft registrations in connection with receivership order.	0.40
Mar-27-24	Carolyn Jumaa	Reviewing draft registrations in connection with receivership order.	0.20
Mar-27-24	David Rosenblat	Reviewing correspondence; responding to email; considering pre-receivership payment issue.	0.20
Mar-27-24	Annie Tran	Reviewing executed acknowledgment and direction; attending to registration of application to register court order; sending email to N. Goldstein enclosing registered application.	0.30
Mar-28-24	Carolyn Jumaa	Reviewing title to properties and summarizing mortgage priorities and other real property registrations.	2.30
Mar-28-24	David Rosenblat	Reviewing correspondence; responding to email; attending to PIN search.	0.30
Mar-29-24	Joshua Disenhouse	Reviewing title documents and charges for Maplevue Development.	0.40
Mar-31-24	David Rosenblat	Reviewing correspondence; responding to email; attending to lien search.	0.20
Apr-01-24	Carolyn Jumaa	Reviewing and summarizing construction liens registered on title to the lands.	3.40

Apr-01-24	Blair McRadu	Drafting letter agreements for lifting stay for construction lien claimants and attending to correspondence regarding same.	0.50
Apr-01-24	David Rosenblat	Attending to lift stay request; reviewing correspondence; responding to emails; discussing registrations with C. Jumaa; preparing for and attending call regarding preferential payment.	0.80
Apr-02-24	Carolyn Jumaa	Reviewing and revising draft lien summary.	0.60
Apr-02-24	Blair McRadu	Reformatting and reviewing lift stay letter agreements and attending to correspondence with D. Rosenblat regarding same.	0.40
Apr-02-24	David Rosenblat	Attending to lift stay letters; discussing outstanding issues with C. Jumaa; reviewing registration summary; reviewing correspondence; responding to email.	0.90
Apr-03-24	Blair McRadu	Updating, finalizing and circulating lift stay letter agreements for construction lien claims; attending to correspondence regarding same.	0.60
Apr-03-24	David Rosenblat	Reviewing PGI agreement; drafting letter regarding preferential payment; considering related issues; reviewing correspondence; responding to emails; attending to lift stay requests.	2.30
Apr-03-24	Annie Tran	Discussion with M. Caicedo regarding tax certificates for Barrie properties; reviewing letter and schedule of properties to be sent to Barrie Tax Department to obtain tax certificates for the Barrie properties; reviewing parcel register being PIN 58091-4802 (LT); sending email to C. Jumaa regarding charges on PIN 58091-4802 (LT).	1.20
Apr-04-24	Blair McRadu	Updating services list and circulating same to M. Tallat.	0.20
Apr-04-24	David Rosenblat	Reviewing and commenting on stalking horse term sheet; reviewing Kingsett comments thereon; discussing same with KSV; discussing same with S. Zweig; reviewing correspondence; responding to email.	1.40
Apr-05-24	David Rosenblat	Reviewing correspondence; responding to email; revising term sheet; discussing same with M. Tallat; considering holdback details.	1.30
Apr-08-24	Blair McRadu	Drafting lift stay letter for construction lien claimant and attending to correspondence with D. Rosenblat regarding same; sending same to counsel for construction lien claimant.	0.40
Apr-08-24	David Rosenblat	Reviewing correspondence; responding to emails; attending to lift stay; updating term sheet.	0.70
Apr-09-24	Carolyn Jumaa	Meeting with A. Tran regarding tax certificates; correspondence with City of Barrie regarding outstanding taxes for property.	0.40
Apr-09-24	Blair McRadu	Drafting lift stay letter for Cortina Kitchens and attending to correspondence with D. Rosenblat regarding same.	0.40

Apr-09-24	David Rosenblat	Attending call with R. Hoffman; attending to lift stay letter.	0.20
Apr-09-24	Annie Tran	Reviewing tax certificates for the Properties; discussion with C. Jumaa regarding tax certificates and next steps.	0.50
Apr-10-24	Carolyn Jumaa	Meeting with A. Tran regarding tax certificates; correspondence with City of Barrie regarding outstanding taxes for property.	0.40
Apr-10-24	Blair McRadu	Updating service list and circulating same.	0.20
Apr-10-24	David Rosenblat	Reviewing correspondence; responding to email; reviewing and commenting on notice to homebuyers.	0.40
Apr-11-24	David Rosenblat	Reviewing correspondence.	0.10
Apr-12-24	Blair McRadu	Updating and circulating service list.	0.20
Apr-12-24	David Rosenblat	Attending to lift stay requests; attending to purchaser inquiry; reviewing correspondence; responding to email.	0.40
Apr-13-24	Kaeleigh Kuzma	Reviewing C. Rubin's comments on draft Stalking Horse Asset Purchase Agreement and revising same; sending revised comments to C. Rubin.	0.50
Apr-15-24	Carolyn Jumaa	Correspondence with client regarding outstanding taxes.	0.20
Apr-15-24	David Rosenblat	Reviewing correspondence.	0.10
Apr-15-24	Annie Tran	Drafting tax certificate summary chart.	1.00
Apr-16-24	Carolyn Jumaa	Reviewing and summarizing outstanding taxes; correspondence with City of Barrie regarding outstanding taxes.	0.70
Apr-16-24	Blair McRadu	Drafting and sending letter and email to A. Wood regarding stay of proceedings; updating and circulating service list.	0.70
Apr-16-24	David Rosenblat	Reviewing correspondence; responding to email; attending call with KSV; attending to stakeholder inquiries.	0.70
Apr-17-24	Blair McRadu	Turning D. Rosenblat comments on letter to V. Deswal regarding stay and attending to correspondence regarding same; sending final letter to V. Deswal.	0.30
Apr-17-24	David Rosenblat	Attending to lift stay request; reviewing correspondence; responding to email.	0.50
Apr-18-24	Blair McRadu	Attending call with D. Rosenblat and I. Latimer to discuss letter agreement for limited lift of stay; updating service list; drafting and sending further lift stay letter agreements to J. Piccin and A. Wood.	0.70

Apr-18-24	David Rosenblat	Preparing for and attending call with Capela counsel regarding lift stay request.	0.30
Apr-19-24	Joshua Disenhouse	Attending telephone call with C. Jumaa to discuss draft stalking horse bid purchase agreement.	0.30
Apr-19-24	Carolyn Jumaa	Reviewing and revising draft stalking horse agreement of purchase and sale.	3.50
Apr-19-24	David Rosenblat	Attending to lift stay request.	0.20
Apr-19-24	David Rosenblat	Reviewing correspondence; reviewing draft purchase agreement; engaged internally regarding same.	0.60
Apr-20-24	Joshua Disenhouse	Reviewing draft stalking horse bid purchase agreement; reviewing receivership order and affidavit.	0.40
Apr-20-24	Blair McRadu	Reviewing and revising draft stalking horse APA; marking up provisions in comparison to precedent; attending to correspondence with specialist groups regarding comments on same.	4.00
Apr-20-24	Chelsea Rubin	Corresponding with B. McRadu, D. Rosenblat and M. Kronby regarding revisions to APA; reviewing and revising same.	0.90
Apr-21-24	Joshua Disenhouse	Reviewing draft stalking horse bid purchase agreement.	1.50
Apr-21-24	Carolyn Jumaa	Reviewing and revising draft stalking horse agreement of purchase and sale.	0.50
Apr-21-24	Matthew Kronby	Exchanging emails with C. Rubin regarding draft sanctions provisions for Stalking Horse APA; revising draft provisions and discussing same with C. Rubin.	1.10
Apr-21-24	Blair McRadu	Turning comments and consolidating markups from specialist groups on draft stalking horse APA and attending to correspondence regarding same.	2.00
Apr-21-24	David Rosenblat	Reviewing correspondence; responding to email; reviewing specialist comments on purchase agreement.	0.80
Apr-21-24	Chelsea Rubin	Corresponding with and speaking with M. Kronby regarding revisions to APA; corresponding with B. McRadu regarding same; reviewing and revising same.	2.60
Apr-21-24	Greg Wylie	Attending on tax issues for stalking horse bid draft.	0.30
Apr-22-24	Joshua Disenhouse	Reviewing stalking horse bid purchase agreement with C. Jumaa; telephone call with D. Rosenblat and C. Jumaa to discuss same.	1.40

Apr-22-24	Carolyn Jumaa	Reviewing and revising draft stalking horse agreement of purchase and sale.	2.90
Apr-22-24	Blair McRadu	Turning comments from D. Rosenblat on draft stalking horse APA; attending to correspondence with specialists and further revising APA in response to same; preparing consolidated clean and blackline to original TGF draft.	1.80
Apr-22-24	David Rosenblat	Reviewing and commenting on draft purchase agreement; engaged with specialists regarding comments thereon; considering related issues; reviewing correspondence; responding to email.	4.80
Apr-23-24	Jennifer Fairfax	Reviewing environmental provisions in draft stalking horse agreement and corresponding regarding same.	0.80
Apr-23-24	Carolyn Jumaa	Reviewing and revising draft stalking horse agreement of purchase and sale; reviewing and summarizing permitted encumbrances registered on title to the property.	3.30
Apr-23-24	Blair McRadu	Drafting lease disclaimer; attending to correspondence regarding outstanding indebtedness to mortgagees.	0.50
Apr-23-24	David Rosenblat	Reviewing and commenting on revised APA; considering comments thereon from Bennett Jones; attending to further review of same and revisions thereto; engaged internally regarding purchase agreement issues; engaged with KSV regarding site access issues	3.10
Apr-24-24	Carolyn Jumaa	Reviewing and revising draft stalking horse agreement of purchase and sale; reviewing and summarizing permitted encumbrances registered on title to the property.	4.10
Apr-24-24	David Rosenblat	Attending internal call regarding purchase agreement; discussing same with N. Goldstein; revising same; reviewing correspondence; responding to emails.	0.90
Apr-25-24	Carolyn Jumaa	Reviewing and summarizing permitted encumbrances registered on title to the property.	2.20
Apr-25-24	Blair McRadu	Drafting Maplevue Sale Process and Sale Process and attending to correspondence regarding same; further updating service list and attending to correspondence regarding same;	2.50
Apr-25-24	David Rosenblat	Attending call with KSV; considering Portland Investment interest issues; reviewing correspondence; responding to email.	0.70
Apr-26-24	Joshua Disenhouse	Attending telephone call with N. Goldstein, M. Tallat and proposed purchaser's counsel to discuss draft purchase agreement.	0.80
Apr-26-24	Carolyn Jumaa	Reviewing and summarizing permitted encumbrances registered on title to the property.	0.60



Apr-26-24	Blair McRadu	Drafting and revising sale process and sale process order; attending to correspondence and researching loan/debt information in motion materials.	1.10
Apr-26-24	David Rosenblat	Attending to draft SISP documents; preparing for and attending call with KSV and counsel to potential stalking horse purchaser regarding purchase agreement; discussing Portland interest issue with J. Disenhouse; reviewing BMO LC correspondence and considering related issues.	2.30
Apr-26-24	Marc Wasserman	Attending meeting with A. Soutter, client and other external lawyers to discuss priority and tax issues; further email exchange regarding same.	1.20
Apr-28-24	David Rosenblat	Reviewing correspondence; reviewing draft response to homebuyer group representative; responding to email.	0.40
Apr-29-24	Roger Gillott	Emails to and from D. Rosenblat, regarding lien claim.	0.10
Apr-29-24	Carolyn Jumaa	Reviewing and summarizing permitted encumbrances registered on title to the property.	3.50
Apr-29-24	Blair McRadu	Revising SISP to incorporate LOI and auction language and attending to correspondence regarding same.	1.50
Apr-29-24	Shuli Rodal	Review of transaction materials and correspondence regarding potential application of Competition Act.	0.70
Apr-29-24	David Rosenblat	Attending to lift stay requests; attending to APS schedules; reviewing and revising SISP and SISP Order; engaged internally regarding same; attending to equity interest analysis; reviewing correspondence; responding to email.	3.70
Apr-29-24	Chelsea Rubin	Corresponding with D. Rosenblat and B. McRadu regarding Competition Act matters and stalking horse APA; corresponding with and speaking with S. Rodal regarding same.	0.70
Apr-30-24	Roger Gillott	Considering legal issues regarding position of lien claimant, Neb's Caulking, regarding priority of Receiver's Charge/Receiver's Borrowings Charge; meeting with D. Rosenblat and B. McRadu, regarding same; reviewing email from D. Rosenblat.	0.40
Apr-30-24	Carolyn Jumaa	Reviewing and summarizing permitted encumbrances registered on title to the property.	0.40
Apr-30-24	Blair McRadu	Attending call to discuss regulatory matters.	0.30

Apr-30-24	Shuli Rodal	Review of additional transaction materials; considering potential application of Competition Act; call with D. Rosenblat; follow up in relation to same; reviewing and revising speaking notes for Bureau call.	1.80
Apr-30-24	David Rosenblat	Preparing for and attending call with City of Barrie; discussing outstanding issues with N. Goldstein; reviewing correspondence; responding to emails; attending to draft AVO for stalking horse; preparing for and attending call with TGF; attending to lift-stay requests; attending internal call regarding potential lien claims with respect to same; considering site access issues; preparing for and attending call regarding potential Competition Act approvals.	2.90
Apr-30-24	Chelsea Rubin	Corresponding with S. Rodal regarding Competition Act matters and APA; attending call with S. Rodal and D. Rosenblat to discuss same; reviewing APA; drafting summary talking points for no-names call with the Bureau for S. Rodal; corresponding with S. Rodal, D. Rosenblat and B. McRadu regarding same.	1.10
May-01-24	Carolyn Jumaa	Correspondence with D. Rosenblat regarding property taxes.	0.20
May-01-24	Albina Mamonkina	Meeting with D. Rosenblat; reviewing correspondence; preparing approval and vesting order.	2.30
May-01-24	Shuli Rodal	Correspondence regarding speaking points for Competition Bureau call and considering same; correspondence with Competition Bureau.	0.50
May-01-24	David Rosenblat	Engaged regarding HCRA matters; reviewing correspondence; responding to emails; drafting SISP and SISP Order; engaged regarding potential Competition Act approvals; preparing for and attending call with Tarion counsel and KSV.	2.50
May-01-24	Chelsea Rubin	Corresponding with D. Rosenblat and S. Rodal regarding call with Competition Bureau; corresponding with A. Lalith-Kumar and A. Sarabura regarding same.	0.40
May-02-24	Carolyn Jumaa	Reviewing agreements of purchase and sale in connection with vendor and purchase termination rights.	2.50
May-02-24	Albina Mamonkina	Communicating with D. Rosenblat; meeting with B. McRadu; reviewing correspondence; preparing approval and vesting order.	3.60
May-02-24	Shuli Rodal	Corresponding regarding proposed speaking notes for Competition Bureau and revisions to same; attending call with Competition Bureau.	1.00
May-02-24	David Rosenblat	Reviewing correspondence; responding to emails; following up on purchase agreement; engaged internally regarding Competition Act analysis and related considerations; attending call with KSV; follow up on purchase agreement status.	1.30

May-02-24	Chelsea Rubin	Attending call with Competition Bureau to discuss applicability of exemption under section 111(a); corresponding with S. Rodal regarding same and next steps; preparing summary email for S. Rodal and D. Rosenblat; corresponding with D. Rosenblat regarding same; corresponding with Competition Bureau regarding same.	1.20
May-03-24	Joshua Disenhouse	Attending to e-mail correspondence with D. Rosenblat regarding draft stalking horse purchase agreement; reviewing draft purchase agreement.	0.30
May-03-24	Carolyn Jumaa	Reviewing and revising draft agreement of purchase and sale; correspondence with D. Rosenblat, J. Disenhouse and B. McRadu regarding revisions to draft agreement.	0.30
May-03-24	Blair McRadu	Reviewing stalking horse purchase agreement, turning comments on same and attending to correspondence regarding same.	1.50
May-03-24	Shuli Rodal	Corresponding with Competition Bureau regarding status of exemption analysis.	0.30
May-03-24	David Rosenblat	Reviewing and commenting on revised draft SISP; reviewing and commenting on revised draft purchase agreement; reviewing LCs and considering draw request; engaged internally regarding purchaser comments on SISP and purchase agreement; reviewing correspondence; responding to email.	2.80
May-03-24	Chelsea Rubin	Corresponding with S. Rodal and A. Sarabura at Competition Bureau regarding applicability of exemption under section 111(a).	0.20
May-04-24	Roger Gillott	Reviewing draft agreement with stalking horse, bidder, and considering legal issues regarding Tarion, HCRA, HCLA and ONHWPA; telephone call with B. McRadu regarding same.	1.30
May-04-24	Blair McRadu	Discussing stalking horse purchase agreement issues with R. Gillott and attending to correspondence with R. Gillott and D. Rosenblat regarding same.	0.60
May-04-24	David Rosenblat	Attending to purchase agreement; engaged with specialists regarding same; reviewing correspondence; responding to emails.	0.50
May-05-24	Joshua Disenhouse	Reviewing revised draft purchase agreement; reviewing title; telephone calls with C. Jumaa to discuss Tarion warranties and registered 2nd priority charges.	2.00
May-05-24	Roger Gillott	Emails to and from B. McRadu; telephone call with B. McRadu; preparing comments on ONHWPA, Tarion and HCLA, and circulating to D. Rosenblat, J. Disenhouse, C. Jumaa and B. McRadu, regarding same; reviewing email from J. Disenhouse; email to J. Disenhouse.	2.50

May-05-24	Carolyn Jumaa	Reviewing and revising draft agreement of purchase and sale; correspondence with D. Rosenblat, J. Disenhouse and B. McRadu regarding revisions to draft agreement.	2.10
May-05-24	Blair McRadu	Revising stalking horse purchase agreement, turning comments on same and attending to correspondence regarding same.	2.50
May-05-24	David Rosenblat	Reviewing specialist comments on purchase agreement; engaged internally regarding related issues; reviewing correspondence; responding to email.	0.80
May-05-24	Greg Wylie	Reviewing Purchaser counsel tax revisions to APA.	0.40
May-06-24	Joshua Disenhouse	Attending telephone calls with D. Rosenblat, R. Gillott and B. McRadu regarding revisions to draft stalking horse purchase agreement; revising draft purchase agreement.	1.50
May-06-24	Roger Gillott	Reviewing multiple emails from J. Disenhouse and B. McRadu, regarding ONHWPA and Tarion issues; telephone call with J. Disenhouse; providing instructions to B. McRadu, regarding investigation of re-enrollment obligations under ONHWPA; meeting with Team regarding same; email to D. Haugen; providing instructions to D. Haugen, regarding ONHWPA research; reviewing and revising further changes to draft Stalking Horse APS, regarding same; email to Team, enclosing same; reviewing results of H. Davis research; telephone call with N. Goldstein, B. McRadu, J. Ryan and A. Alton of the HCRA; email to B. McRadu; reviewing email from counsel to Neb's Caulking; emails to and from D. Haugen.	3.40
May-06-24	Davis Haugen	Meeting with R. Gillott to discuss research and corresponding with R. Gillott regarding same.	0.70
May-06-24	Davis Haugen	Researching Tarion warranties in the context of receiverships.	6.50
May-06-24	Elfi Kwong	Researching legal commentary for D. Haugen.	0.80
May-06-24	Blair McRadu	Discussing revisions to stalking horse purchase agreement with J. Disenhouse and R. Gillott; turning comments on same; attending call with HCRA and drafting summary of same; attending to correspondence and discussions with Kingsett's counsel regarding stalking horse bid; drafting and circulating construction lien claim letters.	3.30
May-06-24	David Rosenblat	Revising purchase agreement; attending internal specialists call regarding same; discussing same with N. Goldstein; attending to form of AVO; engaged internally regarding HCRA issues; reviewing correspondence; responding to email.	2.90
May-06-24	Chelsea Rubin	Corresponding with D. Rosenblat regarding call with Bureau and status update; speaking with S. Rodal regarding same.	0.20

May-07-24	Roger Gillott	Reviewing email from B. McRadu regarding outcome of call; reviewing memo from D. Haugen, regarding role of Tarion and ONHWPA and priority of claims; emails to and from D. Rosenblat.	0.50
May-07-24	Blair McRadu	Drafting construction lien letters and attending to correspondence regarding same.	0.30
May-07-24	Shuli Rodal	Correspondence with Competition Bureau; reviewing response regarding exemption; attending follow up call and correspondence.	0.80
May-07-24	David Rosenblat	Reviewing correspondence; responding to email; considering lift stay request.	0.40
May-07-24	Chelsea Rubin	Attending call with Competition Bureau team to discuss application of s. 111(a) exemption and taking notes; speaking with S. Rodal regarding same; corresponding with S. Rodal, D. Rosenblat and B. McRadu regarding next steps; corresponding with A. Sarabura at Competition Bureau regarding next steps.	0.80
May-08-24	Joshua Disenhouse	Attending to revising draft stalking horse bid purchase agreement; discussions with D. Rosenblat regarding same.	2.00
May-08-24	Roger Gillott	Meeting with D. Rosenblat, regarding markup of draft agreement, regarding ONHWP and Tarion issues; reviewing email from B. McRadu, regarding HCRA call action items; providing detailed comments and markup to D. Rosenblat, regarding Section 2.11.	1.30
May-08-24	Carolyn Jumaa	Reviewing comments to purchase agreement; correspondence with D. Rosenblat and J. Disenhouse regarding revisions to purchase agreement.	2.20
May-08-24	Blair McRadu	Reviewing and revising stalking horse bid; turning comments on same; attending call with purchaser counsel to discuss same; attending to correspondence with D. Rosenblat regarding same; finalizing and circulating bid.	3.00
May-08-24	Shuli Rodal	Correspondence with Competition Bureau regarding revised conclusion; correspondence regarding same.	0.30
May-08-24	David Rosenblat	Attending call with KSV and Fasken regarding proceeding status; reviewing correspondence; responding to emails; reviewing revisions to purchase agreement; providing comments thereon; discussing same with J. Disenhouse and R. Gillot; drafting form of AVO; engaged regarding Competition Act issues; attending call with KSV; following up on HCRA issues; preparing for and attending call with stalking horse bidder counsel.	5.80

May-08-24	Chelsea Rubin	Corresponding with A. Sarabura regarding application of 111(a) exemption; corresponding with and speaking with S. Rodal regarding same; corresponding with D. Rosenblat regarding same and notifiability of transaction; corresponding with M. Tallat regarding notifiability of transaction.	0.60
May-08-24	Marc Wasserman	Attending call with Osler, TGF and Receiver to discuss status and next steps.	0.70
May-09-24	Joshua Disenhouse	Attending to revising draft stalking horse bid purchase agreement; discussions with D. Rosenblat regarding same.	0.80
May-09-24	Roger Gillott	Preparing rider on non-waiver of rights regarding lien, in consenting to temporary lifting of stay, and sending same to D. Rosenblat.	0.20
May-09-24	Carolyn Jumaa	Reviewing comments to purchase agreement; correspondence with D. Rosenblat and J. Disenhouse regarding revisions to purchase agreement.	0.60
May-09-24	Blair McRadu	Revising multiple turns of stalking horse bid; attending to correspondence with N. Goldstein, D. Rosenblat and A. Soutter regarding same; preparing and circulating execution version.	3.00
May-09-24	Shuli Rodal	Correspondence regarding competition matters.	0.10
May-09-24	David Rosenblat	Revising and finalizing purchase agreement; considering comments thereon; attending call with TGF regarding same; reviewing correspondence; responding to emails; attending to lift stay request; attending call with KSV and B. McRadu regarding report and motion materials for SISP.	2.90
May-09-24	Chelsea Rubin	Corresponding with D. Rosenblat regarding Competition Act matters; corresponding with M. Tallat regarding same.	0.30
May-10-24	Roger Gillott	Reviewing email from B. McRadu, with revised letter to lien claimant, Ned's Caulking, enclosed; reviewing revised letter; email to B. McRadu.	0.10
May-10-24	Blair McRadu	Drafting and circulating stay letters and construction lien claimant letters; preparing and circulating final executed stalking horse agreement.	0.60
May-10-24	David Rosenblat	Attending call with lien claimant; attending to lift stay request; attending to stay notice; reviewing correspondence; responding to emails.	1.00
May-13-24	David Rosenblat	Reviewing correspondence; responding to email.	0.10
May-14-24	Blair McRadu	Preparing construction lien letter;	0.20

May-14-24	David Rosenblat	Reviewing correspondence; responding to email; attending to motion materials.	0.30
May-15-24	Marleigh Dick	Attending background meeting with D. Rosenblat; attending to follow-up tasks.	1.00
May-15-24	David Rosenblat	Attending to stakeholder inquiries; attending to SISP motion materials; engaged with M. Dick regarding same.	0.60
May-16-24	Marleigh Dick	Attending to logistics for SISP approval motion.	0.20
May-16-24	Blair McRadu	Reviewing draft report and providing comments on same; updating service list and attending to correspondence regarding same;	1.00
May-16-24	David Rosenblat	Drafting AVO; reviewing correspondence; responding to emails.	0.40
May-17-24	Joshua Disenhouse	Reviewing Receivers first report; attending to e-mail correspondence with C. Jumaa and D. Rosenblat regarding same.	0.30
May-17-24	Carolyn Jumaa	Reviewing and revising draft agreement of purchase and sale.	1.30
May-17-24	Blair McRadu	Turning comments from D. Rosenblat, J. Disenhouse and C. Jumaa on Monitor's first report and attending to correspondence related to same.	0.60
May-17-24	David Rosenblat	Reviewing and commenting on receiver's report; reviewing correspondence; responding to email.	1.70
May-20-24	Joshua Disenhouse	Reviewing and revising stalking horse bid purchase agreement.	0.90
May-20-24	Carolyn Jumaa	Reviewing and revising draft purchase agreement; attending call with J. Disenhouse regarding revisions to purchase agreement.	1.10
May-20-24	Blair McRadu	Reviewing comments on draft report, turning comments on same and attending to correspondence regarding same.	2.00
May-20-24	David Rosenblat	Preparing for and attending call with Province, local counsel and K. Armstrong regarding Wyoming issues; reviewing materials in connection therewith; reviewing correspondence.	1.10
May-21-24	Marleigh Dick	Drafting notice of motion; preparing, serving and filing motion record.	3.00
May-21-24	Joshua Disenhouse	Attending telephone call with D. Rosenblat to discuss Marshal Zehr security; attending to e-mail correspondence with A. Tran and C. Jumaa regarding same.	0.70
May-21-24	Adam Margeson	Reviewing materials; drafting sale approval factum.	3.00

May-21-24	Blair McRadu	Reviewing draft notice of motion; finalizing and circulating the sale process and sale process approval order; reviewing comments on draft report and attending to correspondence regarding same; attending to correspondence with D. Rosenblat, M. Dick and M. Tallatt regarding finalizing and serving materials.	2.00
May-21-24	David Rosenblat	Attending call with KSV and A. Slavens; reviewing correspondence; responding to emails; attending to finalization of report; reviewing and commenting on notice of motion; revising and finalizing SISF; attending call with J. Disenhouse regarding Portland claim; attending call with Portland general counsel regarding same.	2.80
May-21-24	Annie Tran	Reviewing parcel registers for Maplevue project; preparing brief summary of mortgages registered on title for Maplevue project; sending email to J. Disenhouse regarding summary of mortgages; reviewing First Report to Court; sending email to J. Disenhouse regarding comment on First Report to Court.	1.30
May-22-24	Marleigh Dick	Revising service list; filing materials for upcoming motion.	0.50
May-22-24	Adam Margeson	Drafting sales process factum.	6.30
May-23-24	Adam Margeson	Drafting sales process factum.	4.50
May-23-24	David Rosenblat	Reviewing and commenting on purchaser update; reviewing correspondence; responding to email; attending to lift stay request.	0.90
May-24-24	Marleigh Dick	Revising factum for sale process approval motion.	2.00
May-24-24	David Rosenblat	Reviewing and commenting on factum; considering comments thereon; reviewing correspondence; responding to emails.	1.30
May-25-24	Marleigh Dick	Finalizing, serving and filing factum for sale process approval.	0.40
May-25-24	David Rosenblat	Reviewing correspondence; responding to email; attending to factum.	0.30
May-27-24	Joshua Disenhouse	Attending to e-mail correspondence with D. Rosenblat and A. Tran regarding mapping area of accident at Maplevue property.	1.80
May-27-24	Kevin MacEachern	Attending to Commercial Court online portal; submitting motion record, factum and first report of the receiver.	0.50
May-27-24	David Rosenblat	Reviewing correspondence; responding to emails; engaged with J. Disenhouse regarding insurance matters; reviewing analysis with respect to same.	0.40
May-27-24	Annie Tran	Reviewing email from D. Rosenblat and J. Disenhouse regarding Red Maple Lane; preparing map of Red Maple Lane properties; sending email to J. Disenhouse regarding summary of findings.	1.10



May-28-24	Joshua Disenhouse	Reviewing title for Red Maple Lane portion of the project and condominium declaration regarding same.	0.30
May-28-24	David Rosenblat	Reviewing correspondence; responding to email; attending call with lien claimant.	0.90
May-29-24	Marleigh Dick	Drafting oral submission for sale process motion; preparing for sale process motion; attending meeting with D. Rosenblat regarding same.	3.00
May-29-24	Joshua Disenhouse	Reviewing title to Common Elements condominium and insurance obligations regarding same.	1.50
May-29-24	David Rosenblat	Discussing SISP motion issues with TGF; discussing same with KSV: reviewing correspondence; responding to emails.	1.30
May-29-24	Annie Tran	Reviewing parcel registers to determine if any changes in registered ownership for the lands prior to common elements condominium being created; sending email to J. Disenhouse regarding summary of findings; reviewing email from M. Stephenson regarding Aviva (Westmount) mortgages; reviewing PIN 58091-3895, PIN 58091-3902 and PIN 58091-5319 to determine priority of mortgages with Aviva (Westmount); reviewing Priority Agreements; sending email to J. Disenhouse regarding summary of findings.	1.70
May-30-24	Marleigh Dick	Preparing for and attending sale process hearing; revising draft order; corresponding with client and counsel to stalking horse purchaser regarding same.	3.80
May-30-24	Joshua Disenhouse	Reviewing security for Mapleview properties; attending to e-mail correspondence with D. Rosenblat and M. Dick regarding same.	1.80
May-30-24	David Rosenblat	Preparing for and attending SISP motion; attending meeting with M. Wasserman and M. Dick regarding SISP matters; reviewing correspondence; responding to emails; engaged with J. Disenhouse regarding insurance matters.	1.80
May-30-24	Annie Tran	Reviewing parcel registers to determine if any liens are in priority to mortgages registered on title to the property; Discussion with J. Disenhouse regarding review of parcel registers.	0.50
May-30-24	Marc Wasserman	Attending receivership hearing and engaged in discussions regarding same.	1.50
May-31-24	Marleigh Dick	Reviewing endorsement from sale process motion; filing sale process order.	0.20
May-31-24	Joshua Disenhouse	Reviewing common elements condominium management agreement; telephone call with D. Rosenblat to discuss same and other issues related to this property; attending to e-mail correspondence with D. Rosenblat regarding management agreement.	1.40

May-31-24	Kevin MacEachern	Attending to Commercial Court online portal; submitting signed order of Justice Steele for court processing.	0.50
May-31-24	David Rosenblat	Reviewing correspondence; responding to emails; reviewing SISP materials; reviewing City of Barrie agreement and considering related issues.	0.80
May-31-24	Marc Wasserman	Engaged in discussion with KingSett and company and counsel; regarding next steps and status of receivership.	1.00
Jun-03-24	Roger Gillott	Reviewing email from B. McRadu, with correspondence from counsel to Bisoukis Enterprises/Kardia Painting enclosed; considering issues and sending email to B. McRadu and D. Rosenblat.	0.30
Jun-03-24	Kevin MacEachern	Communicating with Commercial Court; securing court issued version of sale process order of Justice Steele.	0.50
Jun-03-24	Blair McRadu	Attending to correspondence with D. Rosenblat and R. Gillott regarding construction lien claims.	0.20
Jun-03-24	David Rosenblat	Reviewing correspondence; responding to email; attending call with N. Goldstein.	0.40
Jun-04-24	Joshua Disenhouse	Attending telephone call with N. Goldstein, M. Tallat and D. Rosenblat to discuss Receiver obligations and condominium board obligations for maintenance and repair of site.	1.00
Jun-04-24	Roger Gillott	Exchanging emails with B. McRadu and D. Rosenblat.	0.10
Jun-05-24	Blair McRadu	Attending to correspondence with J. Sangha to confirm service.	0.30
Jun-05-24	David Rosenblat	Reviewing correspondence; responding to email.	0.20
Jun-06-24	Joshua Disenhouse	Discussion with C. Jumaa regarding security review.	2.10
Jun-06-24	Carolin Jumaa	Reviewing and summarizing real property registrations.	3.90
Jun-06-24	David Rosenblat	Reviewing correspondence; responding to emails; attending call with J. Disenhouse regarding transaction matters.	0.30
Jun-06-24	Annie Tran	Discussion with C. Jumaa regarding security review, postponements on title to the properties, title clean up matters and next steps.	0.50
Jun-07-24	Joshua Disenhouse	Attending telephone call with C. Jumaa to discuss security review.	0.80
Jun-07-24	Roger Gillott	Meeting with D. Rosenblat, B. McRadu and counsel to Kardia Painting, regarding claim of lien claimant and position regarding priority of receiver's charges.	0.30
Jun-07-24	Carolin Jumaa	Reviewing and summarizing real property registrations.	4.70

Jun-07-24	Blair McRadu	Attending call regarding lien claim and attending to correspondence with R. Gillott regarding same.	0.30
Jun-07-24	David Rosenblat	Reviewing correspondence; responding to emails; attending call with counsel to lien claimant.	0.40
Jun-10-24	Joshua Disenhouse	Discussion with C. Jumaa regarding title review and security review; discussions with A. Tran regarding same; telephone call with D. Rosenblat to discuss full title review.	1.60
Jun-10-24	Carolyn Jumaa	Reviewing and summarizing real property registrations on title to real property; correspondence with J. Disenhouse regarding priority of real property registrations.	5.50
Jun-10-24	David Rosenblat	Considering Westmount issues; engaged with J. Disenhouse regarding same; reviewing correspondence; responding to emails.	0.70
Jun-11-24	Joshua Disenhouse	Meeting with C. Jumaa and A. Tran to discuss title searches and security reviews.	0.30
Jun-11-24	Carolyn Jumaa	Reviewing and summarizing real property registrations on title to real property; correspondence with J. Disenhouse regarding priority of real property registrations.	0.70
Jun-11-24	Shreya Murali	Mapping out lands for PINs in the court order	2.20
Jun-12-24	Carolyn Jumaa	Reviewing and summarizing real property registrations on title to real property; correspondence with J. Disenhouse regarding priority of real property registrations.	1.20
Jun-12-24	Shreya Murali	Mapping all PINs on reference plans and property maps	3.70
Jun-12-24	David Rosenblat	Reviewing correspondence; responding to emails; engaged internally regarding lien analysis and priority issues.	0.40
Jun-12-24	Annie Tran	Reviewing coloured Plans; discussion with S. Murali regarding comments on coloured Plans.	0.30
Jun-13-24	Roger Gillott	Reviewing email from D. Rosenblat, with Purchase Agreement enclosed; email to D. Rosenblat, indicating documents/information required to evaluate potential priority claims of lien claimants.	0.40
Jun-13-24	Shreya Murali	Updating the boundaries of lands on the maps	1.10
Jun-13-24	David Rosenblat	Reviewing correspondence; responding to email; attending call with R. Gillott.	0.40
Jun-14-24	Joshua Disenhouse	Attending telephone call with C. Jumaa to discuss MarshallZehr and Westmount security; reviewing title and reference plans.	0.90

Jun-14-24	Roger Gillott	Reviewing email from D. Rosenblat, regarding items required on lien/holdback issues; email to D. Rosenblat; providing instructions to E. Smith, regarding pulling documents from title; reviewing email from D. Rosenblat; email to D. Rosenblat; reviewing copies of liens received from E. Smith; email to E. Smith; email to D. Rosenblat.	0.60
Jun-14-24	Carolyn Jumaa	Correspondence with D. Rosenblat and J. Disenhouse regarding priority of real property registrations; attending call with J. Disenhouse regarding priority of Westmount and MarshallZehr mortgages; attending call with counsel to the purchaser regarding priority of mortgages.	1.70
Jun-14-24	David Rosenblat	Attending to lien analysis; engaged internally regarding same; reviewing correspondence; responding to email.	0.90
Jun-14-24	Chantal Silk	Retrieving parcel register and construction liens registered against title to PIN 58091-4802 from Teraview.	0.90
Jun-14-24	Emma Smith	Reviewing sale agreement and determining appropriate PINs to pull construction liens, parcel registers and certificates of action for construction lien priority analysis.	1.00
Jun-17-24	Joshua Disenhouse	Attending to e-mail correspondence with E. Smith regarding lien searches; reviewing correspondence regarding Westmount charges and priority.	0.40
Jun-17-24	Roger Gillott	Reviewing multiple emails regarding updating title search to include all liens; providing instructions to E. Smith, regarding same.	0.20
Jun-17-24	Roger Gillott	Reviewing multiple emails from N. Goldstein, M. Tallat and D. Rosenblat, regarding lien priority issue.	0.30
Jun-17-24	Carolyn Jumaa	Attending call with A. Tran regarding real property registrations; correspondence regarding construction lien registrations and updated summary; reviewing construction liens registered on title to real property.	0.60
Jun-17-24	David Rosenblat	Attending call with M. Tallat; reviewing correspondence; responding to emails; attending to lien analysis; engaged internally regarding same.	1.30
Jun-17-24	Chantal Silk	Pulling parcel registers, construction liens and certificates from Teraview; updating summary of lien chart.	1.80
Jun-17-24	Emma Smith	Reviewing the lien summary chart and relevant documents; meeting with C. Silk to discuss next steps for revising lien summary chart.	0.80
Jun-18-24	Roger Gillott	Reviewing email from D. Rosenblat; email to E. Smith; reviewing liens chart; considering legal issues regarding liens and holdback priority issue; meeting with E. Smith regarding same; emails to and from D. Rosenblat, regarding same.	1.70

Jun-18-24	David Rosenblat	Reviewing correspondence; responding to emails; attending to lien analysis.	0.30
Jun-18-24	Chantal Silk	Continue updating summary of lien chart; meeting with R. Gillott and E. Smith regarding additional information to be added to summary of lien chart.	3.60
Jun-18-24	Emma Smith	Preparing for and attending call with R. Gillott to discuss new information provided by KSV and information still outstanding for construction lien priority analysis.	1.40
Jun-19-24	Roger Gillott	Preparing for and attending on call with D. Rosenblat and E. Smith; reviewing email from TGF, with dates of advances under MarshallZehr mortgage enclosed; email to D. Rosenblat; email to M. Tallat, regarding additional required information regarding mortgage advances and payment certificates; emails to and from D. Rosenblat and M. Tallat.	1.90
Jun-19-24	David Rosenblat	Attending internal call regarding lien analysis; attending to follow up matters; reviewing correspondence; responding to emails.	1.10
Jun-19-24	Chantal Silk	Revising summary of lien chart to include information requested by R. Gillott.	0.90
Jun-19-24	Emma Smith	Drafting email to KSV regarding outstanding information and additional requests necessary to complete construction lien priority analysis.	0.30
Jun-19-24	Emma Smith	Meeting with R. Gillott and D. Rosenblat to discuss updates to construction lien summary analysis and outstanding information.	0.50
Jun-20-24	Roger Gillott	Reviewing email from M. Tallat, with payment certificates enclosed; email to M. Tallat, regarding bank accounts and other issues; analyzing holdback exposure; reviewing email from M. Tallat, with record of all advances from KingSett enclosed; meeting with M. Tallat, E. Smith and C. Silk; email to D. Rosenblat, reporting on same.	2.50
Jun-20-24	Carolin Jumaa	Correspondence with D. Rosenblat and R. Gillott regarding construction lien summary.	0.30
Jun-20-24	David Rosenblat	Engaged with R. Gillott regarding lien analysis; attending to same; reviewing correspondence; responding to email.	0.50
Jun-20-24	Chantal Silk	Revising summary of lien chart; meeting with M. Tallat, N. El-Zakhem, R. Gillott and E. Smith regarding calculation of minimum and maximum liability for lien claims.	2.10
Jun-20-24	Emma Smith	Meeting with C. Silk regarding liens registered on privately owned properties.	0.20

Jun-20-24	Emma Smith	Preparing for and attending meeting with R. Gillott and M. Tallat regarding tracing holdback amounts in Vandyke's accounts.	0.70
Jun-21-24	Roger Gillott	Office conference with C. Silk regarding liens chart; reviewing email from M. Tallat; email to M. Tallat; reviewing liens chart from C. Silk; providing instructions to C. Silk, regarding same; reviewing liens Table from M. Tallat; email to M. Tallat.	1.20
Jun-21-24	David Rosenblat	Engaged with R. Gillott regarding lien analysis; attending to same; reviewing correspondence; responding to email.	0.50
Jun-21-24	Chantal Silk	Drafting construction lien pyramid document.	2.50
Jun-21-24	Emma Smith	Meeting with C. Silk regarding contractor pyramid chart demonstrating contractual relations between the parties.	0.30
Jun-22-24	Roger Gillott	Reviewing email from M. Tallat; email to M. Tallat.	0.10
Jun-22-24	David Rosenblat	Attending to lien analysis; attending to security review; reviewing correspondence.	0.90
Jun-23-24	Roger Gillott	Emails to and from D. Rosenblat.	0.10
Jun-23-24	David Rosenblat	Attending to lien analysis; attending to security review; reviewing correspondence.	0.20
Jun-24-24	Joshua Disenhouse	Discussing draft opinion with C. Jumaa.	0.50
Jun-24-24	Roger Gillott	Reviewing email from M. Tallat, with Bank Statements enclosed.	0.20
Jun-24-24	Roger Gillott	Preparing for and attending on meeting with D. Rosenblat, regarding liens analysis.	0.90
Jun-24-24	Carolyn Jumaa	Reviewing security documents and real property registrations in connection with draft opinion.	0.90
Jun-24-24	David Rosenblat	Attending to lien analysis; attending call with R. Gillott regarding same; reviewing correspondence; responding to email.	1.30
Jun-24-24	Chantal Silk	Revising construction pyramid document.	0.20
Jun-24-24	Emma Smith	Reviewing bank statements to consider timing of advances made by Vandyke.	0.20
Jun-25-24	Carolyn Jumaa	Reviewing security documents and real property registrations in connection with draft opinion.	0.20
Jun-26-24	Joshua Disenhouse	Discussion with C. Jumaa regarding draft security opinion.	0.20

Jun-26-24	Roger Gillott	Meeting with D. Rosenblat; telephone call with C. Silk, regarding liens analysis; reviewing regarding liens analysis; providing instructions to C. Silk.	1.30
Jun-26-24	Carolyn Jumaa	Reviewing security documents and real property registrations in connection with draft opinion.	0.30
Jun-26-24	Chantal Silk	Call with R. Gillott regarding construction lien summary documents, parcel registers and instruments and updates to lien summary charts.	0.80
Jun-27-24	Roger Gillott	Providing instructions to C. Silk.	0.10
Jun-27-24	Roger Gillott	Reviewing regarding liens and priorities analysis.	0.50
Jun-27-24	Carolyn Jumaa	Reviewing security documents and real property registrations in connection with draft opinion.	0.80
Jun-27-24	David Rosenblat	Reviewing correspondence; responding to emails; attending to sale process matters; attending to lien analysis; engaged internally regarding same.	0.70
Jun-27-24	Chantal Silk	Review of commitment letter documents contained in email from L. Wynne at TGF.	0.40
Jun-27-24	Emma Smith	Downloading and reviewing documents provided by TGF.	0.20
Jun-28-24	Joshua Disenhouse	Discussion with D. Rosenblat and C. Jumaa regarding real property security opinion.	0.30
Jun-28-24	Roger Gillott	Providing instructions to C. Silk; emails to and from D. Rosenblat, regarding preparing submission to KSV; working on finalizing lien analysis for submissions; meeting with D. Rosenblat; meeting with C. Jumaa regarding liens summary chart; meeting with C. Silk, regarding update to liens summary chart and preliminary priority analysis.	2.40
Jun-28-24	Carolyn Jumaa	Reviewing security documents and real property registrations in connection with draft opinion.	0.50
Jun-28-24	David Rosenblat	Discussing vesting order and related issues with B. McRadu; attending call with N. Goldstein; attending call with KSV and TGF; reviewing LOI and considering related issues; attending to lien analysis; discussing same with R. Gillott.	2.60
Jun-28-24	Chantal Silk	Revising lien chart to separate released liens and liens that remain on title to Maplevue properties; updating chart tracking tasks on matter.	2.50

Jun-28-24	Corporate Searches by Eugene L. Williams	Receiving instructions from C. Duggal; conducting a corporate search against Maplevue Developments Ltd., Pace Maplevue Ltd. and 2552741 Ontario Inc. and reporting thereon.	
Jun-29-24	Roger Gillott	Preparing Maplevue liens analysis; sending same to D. Rosenblat; providing instructions to C. Silk.	2.30
Jun-29-24	Carolyn Jumaa	Correspondence with D. Rosenblat regarding termination of agreements of purchase and sale.	1.50
Jun-29-24	David Rosenblat	Engaged regarding security review; reviewing correspondence; responding to email.	0.40
Jun-30-24	Roger Gillott	Considering legal issues regarding liens analysis, and sending email to D. Rosenblat regarding same; emails to and from D. Rosenblat.	0.30
Jun-30-24	Carolyn Jumaa	Reviewing security documents and real property registrations in connection with draft opinion.	0.60
Jun-30-24	David Rosenblat	Reviewing priority analysis; engaged internally regarding same; reviewing correspondence.	0.50

<b>TOTAL HOURS:</b>	<b>347.90</b>
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#### EXPENSE SUMMARY

DESCRIPTION	AMOUNT
<u>EXPENSES - TAXABLE</u>	
Certificate Document	1,989.00
Courier Expenses	92.44
On-line Database Services	101.00
Printing Costs	147.15
Telecommunications Charges	20.60
Litigation Search	110.00
OnCorp Fees for Searches/Certificates/Filings	130.70
Other Searches	20.00
Teraview Search Charges	11.65
Title-Related Searches-Toronto	4,513.55
<u>EXPENSES - NON-TAXABLE</u>	
Registration Fees	69.95
Notice of Motion	339.00
<b>TOTAL (CAD):</b>	<b>7,545.04</b>



OSLER, HOSKIN & HARCOURT LLP  
1 First Canadian Place  
PO BOX 50  
Toronto ON M5X 1B8  
CANADA  
416.362.2111 main  
416.862.6666 facsimile



## Invoice Issued in Canadian Dollars

KSV Advisory Inc.  
Bay Adelaide Centre  
333 Bay Street  
Suite 1400  
Toronto, ON M5H 2R2  
CANADA

Attention: Noah Goldstein  
Managing Director

Invoice No.: 12918464  
Date: July 26, 2024  
Payor ID: 228776  
GST/HST No.: 121983217 RT0001

Contact: Marc Wasserman  
Direct Dial: (416) 862-4908  
E-mail: MWasserman@Osler.com

For professional services rendered for Project Forest (F#1254587) .

OUR FEE HEREIN	353,421.00
REIMBURSABLE EXPENSES	3,427.41
HST @ 13%	46,390.29
<b>TOTAL (CAD):</b>	<b>403,238.70</b>

Accounts are due and payable on delivery. Interest will accrue at the annual rate of 12% from the date that is one month after delivery until the date paid.



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### REMITTANCE ADVICE

Canadian Dollars EFT and Wire Payments:

TD Canada Trust  
751 3rd Street S.W.  
Calgary, Alberta T2P 4K8  
Transit No: 80629-0004  
Account No: 5219313  
SWIFT Code: TDOMCATTOR

Cheque Payments:

Osler, Hoskin & Harcourt LLP  
FINANCE & ACCOUNTING  
(RECEIPTS)  
1 First Canadian Place  
PO BOX 50  
Toronto, Ontario M5X 1B8  
Canada

Invoice No.: 12918464  
Payor ID: 228776  
Amount: 403,238.70 CAD

Please provide details of EFT/wire to [payments@osler.com](mailto:payments@osler.com), itemizing invoice number(s) being paid. Email money transfers are not accepted.

Please return remittance advice(s) with cheque.

osler.com

## OUTSTANDING INVOICE SUMMARY

### CAD INVOICES

INVOICE #	DATE	FEES	EXPENSES	TAXES	TOTAL	ACCOUNTS RECEIVABLE
12914467	Jul-23-24	295,517.50	7,545.04	39,344.98	342,407.52	342,407.52
12918464	Jul-26-24	353,421.00	3,427.41	46,390.29	403,238.70	403,238.70
<b>TOTAL OUTSTANDING (CAD)</b>		<b>648,938.50</b>	<b>10,972.45</b>	<b>85,735.27</b>	<b>745,646.22</b>	<b>745,646.22</b>

## FEE SUMMARY

NAME	HRS	RATE	FEES
<u>PARTNER</u>			
Jacqueline Code	0.80	1,235	988.00
Rod Davidge	2.00	1,195	2,390.00
Joshua Disenhouse	43.30	915	39,619.50
Roger Gillott	56.90	1,155	65,719.50
Paul J. Morassutti	0.70	1,265	885.50
David Rosenblat	64.60	1,050	67,830.00
Marc Wasserman	8.10	1,500	12,150.00
<u>ASSOCIATE</u>			
Marleigh Dick	0.50	735	367.50
Chloe Duggal	41.90	590	24,721.00
Carolin Jumaa	61.70	800	49,360.00
Blair McRadu	8.20	800	6,560.00
Emma Smith	60.00	590	35,400.00
<u>PARAPROFESSIONAL</u>			
Yvette Gallo	11.50	330	3,795.00
Julie Harvey	1.00	310	310.00
Kevin MacEachern	0.50	310	155.00
Khrystal Mittoo-Thomas	1.80	330	594.00
Charlene Read	0.40	390	156.00
Chantal Silk	16.80	330	5,544.00
<u>STUDENT</u>			
Benjamin Beiles	11.40	315	3,591.00
Parmida Esmaeilpour	19.70	315	6,205.50
Catalina Garzon	18.20	315	5,733.00
Jesse June-Jack	23.00	0	0.00
Daniel Kiesman	5.40	315	1,701.00
Cameron Kozinets	43.30	315	13,639.50
Danielle Kubiseski	13.40	315	4,221.00
Khamecia Williams	11.30	0	0.00

CORPORATE SEARCHES FIXED FEES

Corporate Searches by Eugene L. Williams

1,785.00

**TOTAL FEES (CAD):****526.40****353,421.00****FEE DETAIL**

DATE	NAME	DESCRIPTION	HRS
Jul-01-24	Roger Gillott	Preparing single-page lien priorities chart and sending to D. Rosenblat; email to M. Tallat, requesting further analysis of Maplevue ledgers for liens analysis.	0.80
Jul-02-24	Joshua Disenhouse	Discussion with C. Jumaa and D. Rosenblat regarding status of security review and missing documentation.	0.60
Jul-02-24	Roger Gillott	Reviewing email from D. Rosenblat, regarding liens analysis; email to D. Rosenblat; reviewing email from D. Rosenblat.	0.30
Jul-02-24	Carolyn Jumaa	Reviewing security documents and real property registrations; correspondence with D. Rosenblat and J. Disenhouse regarding loan documentation and priority of mortgagees.	4.40
Jul-02-24	Kevin MacEachern	Attending to Superior Court online portal; conducting province-wide litigation searches.	0.50
Jul-02-24	David Rosenblat	Attending to security review; considering Portland letter and related issues; engaged regarding lien analysis; reviewing correspondence; responding to email.	2.10
Jul-02-24	Corporate Searches by Eugene L. Williams	Receiving instructions from C. Duggal; conducting a Personal Property Security Act, Ontario Writ Locator, Bank Act and Insolvency search against Pace Maplevue Ltd. and Maplevue GP Ltd.; arranging for litigation search against same in Ontario and reporting thereon.	
Jul-03-24	Joshua Disenhouse	Reviewing Marshall Zehr charges and priorities related thereto; discussion with C. Jumaa regarding same.	2.00
Jul-03-24	Roger Gillott	Reviewing email from D. Rosenblat; email to D. Rosenblat; reviewing email from M. Tallat, with responses to questions about Glynn report, payment certificates for two trade contractors, and resulting holdback calculation.	0.40
Jul-03-24	Carolyn Jumaa	Reviewing security documents and real property registrations; correspondence with D. Rosenblat and J. Disenhouse regarding loan documentation and priority of mortgagees.	3.30
Jul-03-24	David Rosenblat	Reviewing correspondence; responding to email; attending call with J. Disenhouse regarding Portland letter.	0.70

Jul-03-24	Corporate Searches by Eugene L. Williams	Receiving instructions from C. Duggal; conducting a Personal Property Security Act, Ontario Writ Locator, Bank Act and Insolvency search against Mapleview Ltd. Developments Ltd.; arranging for a litigation search against same in Ontario and reporting thereon.	
Jul-03-24	Corporate Searches by Eugene L. Williams	Receiving instructions from C. Duggal; conducting a Personal Property Security Act, Ontario Writ Locator, Bank Act and Insolvency search against 2552741 Ontario Inc.; arranging for a litigation search against same in Ontario and reporting thereon.	
Jul-04-24	Joshua Disenhouse	Attending telephone calls with D. Rosenblat and C. Jumaa to discuss mortgage priority issues; reviewing underlying mortgages from Marshal Zehr.	1.10
Jul-04-24	Roger Gillott	Emails to and from D. Rosenblat; preparing for and attending on call with D. Rosenblat; reviewing correspondence from counsel to Con Drain and North Gate Farms; considering positions taken by counsel to Con Drain and North Gate Farms; preparing draft email to lien claimants, requesting backup to lien claims; providing instructions to C. Silk.	1.70
Jul-04-24	Carolin Jumaa	Reviewing security documents and real property registrations in connection with draft opinion; Attending call with D. Rosenblat and J. Disenhouse regarding mortgagee priority.	1.30
Jul-04-24	Blair McRadu	Drafting approval and vesting order and attending to correspondence with D. Rosenblat regarding same.	1.10
Jul-04-24	David Rosenblat	Attending to lien analysis; discussing same with R. Gillott; considering priority issues; reviewing correspondence; responding to email.	1.50
Jul-05-24	Blair McRadu	Drafting letter to Dunsire Homes confirming termination of SISP; attending to correspondence regarding same.	0.80
Jul-05-24	David Rosenblat	Reviewing correspondence; responding to email; discussing SISP letter with B. McRadu; reviewing and commenting thereon.	0.40
Jul-05-24	Chantal Silk	Review of PIN maps and Google Maps and search results to reflect 700 and 750 Mapleview properties.	0.60
Jul-06-24	Joshua Disenhouse	Reviewing payout statements between Marshall Zehr and Portland Investments.	0.30
Jul-07-24	Roger Gillott	Emails to and from D. Rosenblat.	0.10
Jul-07-24	David Rosenblat	Considering priority matters; reviewing correspondence.	0.40
Jul-08-24	Joshua Disenhouse	Reviewing Portland security information; reviewing priority of real property charges.	0.80

Jul-08-24	Chloe Duggal	Reviewing debt and security documents in connection to security review; drafting security opinion.	2.40
Jul-08-24	Roger Gillott	Meeting with D. Rosenblat, regarding response to construction lien claimant letter, Condrain; meeting with D. Rosenblat, regarding correspondence from purchaser's counsel; preparing for and attending on call with purchaser's counsel.	2.50
Jul-08-24	Carolyn Jumaa	Reviewing security documents and real property registrations in connection with draft opinion.	1.10
Jul-08-24	David Rosenblat	Attending to lien analysis; finalizing outreach email regarding same; attending calls with purchaser counsel; engaged internally regarding lien matters; reviewing correspondence; responding to email; drafting vesting order.	4.20
Jul-08-24	Chantal Silk	Reviewing letter from counsel for Northgate and Con-Drain regarding charges and postponements registered against title to the 700 and 750 Mapleview properties, verifying the charges and postponements and reviewing the services provided in the claims for lien of the lien claimants registered on the 750 Mapleview property; email to R. Gillott regarding same.	1.20
Jul-09-24	Jacqueline Code	Discussing mortgage priority issue with J. Disenhouse.	0.40
Jul-09-24	Joshua Disenhouse	Attending telephone calls with D. Rosenblat and C. Jumaa regarding security review and priority of certain charges; reviewing closing books regarding Marshal Zehr charges; discussions with J. Code, R. Davidge and P. Morassutti regarding priority issues.	9.20
Jul-09-24	Chloe Duggal	Reviewing debt and security documents in connection to security review; drafting security opinion.	5.90
Jul-09-24	Roger Gillott	Reviewing email from lien claimants regarding process and required back-up; considering legal issues regarding same; call with D. Rosenblat, regarding same; meeting with N. Goldstein, M. Tallat, M. Wasserman and D. Rosenblat; drafting letter responding to letter from lien claimants Con-Drain and North Gate Farms; meeting with D. Rosenblat; reviewing draft letter from D. Rosenblat to counsel to Rivervalley Masonry Group, and providing comments on same; meeting with D. Rosenblat, regarding letter to counsel to Con-Drain and North Gate Farms; reviewing regarding amended version of letter to counsel to Con-Drain and North Gate Farms; reviewing further draft of letter from D. Rosenblat to counsel to Rivervalley Masonry Group, and providing comments on same; considering Vector issue; reviewing email from D. Rosenblat regarding email from counsel to Accurate Glass, and regarding claim of same; email to D. Rosenblat, regarding same; reviewing further revised version of letter to counsel to Con-Drain and North Gate, and providing comments on same.	6.10

Jul-09-24	Carolyn Jumaa	Reviewing security documents and real property registrations in connection with draft opinion; attending call with J. Disenhouse regarding priority of mortgages; attending call with J. Disenhouse and D. Rosenblat regarding priority of mortgages.	6.80
Jul-09-24	Blair McRadu	[REDACTED] [REDACTED] [REDACTED]	1.10
Jul-09-24	Paul J. Morassutti	Conference with J. Disenhouse regarding mortgage priorities issue.	0.70
Jul-09-24	David Rosenblat	Considering lien claimant letter; drafting response thereto; attending numerous internal and client calls regarding same; considering purchase agreement provisions with respect to same; attending call with purchaser counsel; attending to security review; engaged with J. Disenhouse and C. Jumaa regarding same; attending to priority analysis; reviewing correspondence; responding to email.	11.20
Jul-09-24	Chantal Silk	Updating lien chart to include services and materials allegedly provided by lien claimants and counsel for lien claimants.	1.90
Jul-09-24	Marc Wasserman	Preparing for and attending case conference; engaged in discussions regarding same; attending call with Portland counsel; engaged in discussions regarding various matters.	2.50
Jul-10-24	Marleigh Dick	Attending to logistics for approval and vesting order hearing.	0.20
Jul-10-24	Joshua Disenhouse	Attending telephone call with D. Rosenblat and C. Jumaa to discuss amendments to initial Marshal Zehr charge; attending to e-mail correspondence with C. Yi regarding same.	0.80
Jul-10-24	Chloe Duggal	Reviewing debt and security documents in connection to security review; drafting security opinion.	5.40
Jul-10-24	Roger Gillott	Reviewing email from A. Soutter, regarding liens analysis; email to D. Rosenblat regarding same; reviewing multiple emails from M. Tallat, regarding requests for back-up invoices for lien claims, and other issues relating to liens; meeting with D. Rosenblat, regarding analysis of Con Drain and North Gate liens, per email from M. Tallat; email to A. Soutter, regarding same; meeting with D. Rosenblat to review Maplevue documents regarding details of mortgage advances; drafting rider for letter to counsel to Con Drain and North Gate, and sending to D. Rosenblat; emails to and from C. Jumaa.	3.50
Jul-10-24	Carolyn Jumaa	Correspondence with R. Gillott and D. Rosenblat regarding priority of mortgages; reviewing and summarizing deleted real property registrations.	2.00
Jul-10-24	David Rosenblat	Attending to lien claimant inquiries and requests therefrom; attending call with KSV; reviewing correspondence; responding to emails; attending to closing matters; attending to priority analysis.	5.00

Jul-10-24	Chantal Silk	Sending construction lien instruments registered against title to Maplevue properties to A. Soutter at Thornton Grout Finnigan.	0.30
Jul-11-24	Joshua Disenhouse	Attending telephone calls with D. Rosenblat and L. Scanlon to discuss possible postponement agreements and Marshall Zehr closing books; reviewing Marshall Zehr closing books for multiple advances under first Marshall Zehr charge.	1.00
Jul-11-24	Chloe Duggal	Reviewing debt and security documents in connection to security review; drafting security opinion.	6.30
Jul-11-24	Roger Gillott	Reviewing email from D. Rosenblat, with questions on mortgage advance statements from Marshall Zehr; amending same; email to E. Smith, regarding same; reviewing email memo from E. Smith regarding mortgage advances; reviewing email from M. Tallat; reviewing email from D. Rosenblat; email to D. Rosenblat, summarizing research by E. Smith; reviewing email from M. Tallat, regarding review of backup for Greenwall lien, and question about HST on lienable services; providing instructions to E. Smith, regarding priority for HST on lienable services; email to D. Rosenblat; reviewing mortgages analysis from C. Jumaa; providing instructions to C. Jumaa, regarding follow-up items on analysis; reviewing email from M. Tallat, with enclosed email from Marshall Zehr, regarding mortgages structure and fees paid; providing instructions to C. Jumaa, regarding further review of mortgage instruments; meeting with D. Rosenblat, regarding liens and mortgages analysis and responses to lien claimants; reviewing further analysis from C. Jumaa; reviewing email from counsel to Con Drain; email to D. Rosenblat.	3.70
Jul-11-24	Julie Harvey	Preparing PPSA summaries; forwarding same to C. Duggal.	1.00
Jul-11-24	Carolin Jumaa	Reviewing security documents and real property registrations in connection with draft opinion; attending call with J. Disenhouse regarding priority of mortgages; correspondence with R. Gillott and D. Rosenblat regarding priority of mortgages; reviewing and summarizing deleted real property registrations.	6.60
Jul-11-24	David Rosenblat	Discussing lien and priority issues with M. Wasserman; engaged with J. Disenhouse regarding related matters; attending calls with KSV; attending to lien and priority matters; attending to security review; engaged internally regarding same.	1.80
Jul-11-24	Emma Smith	Researching and drafting findings on whether a Claim for Lien includes tax and whether holdback includes tax.	1.20
Jul-12-24	Joshua Disenhouse	Attending telephone calls with D. Rosenblat regarding Marshall Zehr charges and priority related thereto; reviewing underlying mortgage documentation; attending to e-mail correspondence with C. Yi regarding Portland investment information.	2.50

Jul-12-24	Chloe Duggal	Reviewing debt and security documents in connection to security review; drafting security opinion.	6.10
Jul-12-24	Roger Gillott	Meeting with N. Goldstein, M. Tallat, M. Wasserman and D. Rosenblat, regarding liens analysis; meeting with D. Rosenblat, regarding same; meeting with C. Jumaa regarding title review and mortgages; reviewing multiple emails from A. Soutter and M. Tallat; reviewing root of title analysis by C. Jumaa; email to D. Rosenblat, regarding same.	1.30
Jul-12-24	Carolyn Jumaa	Attending call with R. Gillott regarding real property registrations and underlying loan documentation; correspondence with D. Rosenblat and R. Gillott regarding deleted real property registrations; reviewing and summarizing deleted real property registrations.	1.60
Jul-12-24	David Rosenblat	Attending calls regarding priority issues; considering same; reviewing correspondence; responding to email; engaged with R. Gillott; attending to closing matters.	2.40
Jul-12-24	Marc Wasserman	Attending call with Portland counsel; various discussions regarding same.	1.50
Jul-12-24	Corporate Searches by Eugene L. Williams	Receiving instructions from C. Jumaa; conducting a corporate search against 2131059 Ontario Limited and reporting thereon.	
Jul-14-24	Chloe Duggal	Reviewing debt and security documents in connection to security review; drafting security opinion.	1.30
Jul-14-24	Roger Gillott	Reviewing multiple emails from A. Souter, N. Goldstein, M. Wasserman and D. Rosenblat; emails to and from D. Rosenblat.	0.20
Jul-15-24	Joshua Disenhouse	Discussion with D. Rosenblat regarding payment of initial advance under first Marshal Zehr charge.	0.40
Jul-15-24	Joshua Disenhouse	Having discussion regarding priority.	0.90
Jul-15-24	Chloe Duggal	Drafting, reviewing and revising Maplevue security opinion draft and security summary chart; attending to correspondence on same.	3.20
Jul-15-24	David Rosenblat	Reviewing correspondence; responding to emails; attending to priority issues; engaged internally regarding same; attending to security reviewing.	2.00
Jul-15-24	Marc Wasserman	Engaged in internal meeting regarding case conference and other matters.	1.10
Jul-15-24	Khamecia Williams	Receiving instructions for task from C. Duggal.	0.60
Jul-15-24	Khamecia Williams	Drafting list of debt documents for security review for C. Duggal.	4.50



Jul-16-24	Rod Davidge	Discussing mortgage priority matters with J. Disenhouse.	0.20
Jul-16-24	Joshua Disenhouse	Preparing memorandum regarding mortgage priority related to Marshall Zehr charges; reviewing utility bills for certain sold properties; attending to e-mail correspondence with D. Rosenblat regarding same.	2.00
Jul-16-24	Chloe Duggal	Drafting, reviewing and revising Maplevue KingSett Opinion and Maplevue Assumed Mortgages Opinion and attending to correspondence on same.	1.70
Jul-16-24	Catalina Garzon	Meeting with E. Smith to discuss instructions for Invoices Review for internal liens analysis.	0.40
Jul-16-24	Roger Gillott	Meeting with D. Rosenblat, to prepare for meeting with A. Soutter, N. Goldstein, M. Tallat and Osler team; attending on call with A. Soutter, N. Goldstein, M. Tallat, M. Wasserman and D. Rosenblat regarding lien issues; considering issues regarding lien claimants' back-up, and reviewing spreadsheets regarding same; providing instructions to E. Smith, regarding review of lien claimants' invoices; email to D. Rosenblat; reviewing all back-up received from lien claimants, sending email to M. Tallat regarding same, and forwarding to E. Smith; emails to and from M. Tallat; email to D. Rosenblat; reviewing email from J. Long; emails to and from D. Rosenblat; exchanging emails with Osler team members and M. Tallat; email to counsel to Jackson Roofing, regarding documents.	4.50
Jul-16-24	Carolin Jumaa	Reviewing real property registrations in connection with mortgage priorities; attending call with J. Disenhouse regarding mortgage priorities and loan documents.	1.10
Jul-16-24	Cameron Kozinets	Meeting with E. Smith to discuss project and assigning invoices to review amongst student group.	0.30
Jul-16-24	Danielle Kubiseski	Conducting and compiling legal research on priority of mortgages and subsequent advances under mortgages.	8.00
Jul-16-24	David Rosenblat	Attending multiple calls with KSV; reviewing correspondence; responding to emails; attending call with KSV and purchaser counsel; preparing for same; attending call with R. Gillott; engaged regarding lien analysis.	5.60
Jul-16-24	Emma Smith	Meeting with C. Garzon, B. Beiles and C. Kozinets regarding reviewing lien claimant invoices and summarizing relevant data needed for reconciliation.	0.30
Jul-16-24	Emma Smith	Meeting with R. Gillott regarding lien claimant analysis and next steps to review relevant invoices and documentation from lien claimants in order to complete lien reconciliation.	1.00

Jul-16-24	Emma Smith	Reviewing documentation and invoices from lien claimants provided to date and comparing with the Company's records.	3.10
Jul-16-24	Marc Wasserman	Reviewing file; attending to various email correspondence; attending call regarding lien claimants; engaged in various discussions regarding same and various other matters.	1.50
Jul-16-24	Khamecia Williams	Receiving instructions from C. Duggal.	0.70
Jul-17-24	Benjamin Beiles	Confirming invoice amounts and detail with E. Smith.	4.40
Jul-17-24	Rod Davidge	Discussing mortgage priority matters with J. Disenhouse and reviewing materials on same.	0.40
Jul-17-24	Joshua Disenhouse	Attending to mortgage priority issue re Portland investment; reviewing commitment letters and closing books re Marshall Zehr charges; telephone calls with D. Rosenblat and Cindy Yi to discuss Portland priority; discussions with R. Davidge regarding subsequent advances; reviewing case law re equitable remedy of subrogation.	7.40
Jul-17-24	Parmida Esmailpour	Onboarding meeting with C. Kozinets; reviewing invoices to populate lien claimants spreadsheet; meeting with E. Smith.	3.70
Jul-17-24	Catalina Garzon	Reviewing invoices for lien claimants as part of Osler review for E. Smith.	4.20
Jul-17-24	Roger Gillott	Reviewing email from Purchaser's counsel regarding back-up documents; reviewing email from D. Rosenblat; providing instructions to E. Smith, regarding provision of documents to Purchaser's counsel; exchanging multiple emails with M. Tallat, E. Smith and lien claimants' counsel, regarding documents and Data Room; reviewing draft retainer letter regarding data room; providing instructions to E. Smith, regarding data room, and retainer letter; meeting with E. Smith regarding review of lien claimant documents and data room; update email to D. Rosenblat; providing instructions to E. Smith regarding correspondence to all lien claimants; emails to and from D. Rosenblat; email to M. Tallat, regarding requested documents from A. Soutter; reviewing email from D. Rosenblat to A. Soutter; reviewing backup from new lien claimant, and providing instructions to E. Smith, regarding same; reviewing emails from M. Tallat regarding disclosure of spreadsheets; providing instructions to E. Smith regarding same; emails to and from D. Rosenblat regarding tomorrow's call with J. Long; considering legal issues regarding call with J. Long tomorrow; reviewing correspondence from J. Long; preparing draft responding letter to J. Long; emails to and from E. Smith regarding review of lien claimants' documents and meeting tomorrow; reviewing analysis from C. Jumaa; email to D. Rosenblat, regarding same.	6.20

Jul-17-24	Carolyn Jumaa	Correspondence with R. Gillott and D. Rosenblat regarding root date or mortgages; reviewing and summarizing deleted instruments; reviewing and compiling loan documents and correspondence in connection with Portland Investments charges; reviewing loan documents in connection with root date of mortgage analysis.	4.40
Jul-17-24	Jesse June-Jack	Revising Excel tables.	6.00
Jul-17-24	Cameron Kozinets	Cross-referencing invoices with data spreadsheet.	12.00
Jul-17-24	Danielle Kubiseski	Conducting legal research on the doctrine of subrogation in relation to mortgages.	1.40
Jul-17-24	Khrystal Mittoo-Thomas	Uploading lien claimant documents to dataroom on HighQ.	1.80
Jul-17-24	David Rosenblat	Preparing response to lien claimant letter; engaged internally regarding same; engaged with Dentons regarding priority matters; analyzing same; engaged regarding City of Barrie issues; reviewing correspondence; responding to emails; discussing outstanding issues with M. Wasserman; attending multiple calls with KSV.	6.90
Jul-17-24	Emma Smith	Meeting with R. Gillott to discuss setting up data room for purchaser's counsel.	0.20
Jul-17-24	Emma Smith	Organizing and approving dataroom with M. Tallat; reviewing and uploading relevant documentation to the dataroom for Purchaser's counsel.	2.50
Jul-17-24	Emma Smith	Reviewing Mapleview lien claimant invoices; setting up data room; reviewing lien claimants with outstanding information and follow up emails.	8.20
Jul-17-24	Khamecia Williams	Editing Mapleview - security review summary chart.	5.50
Jul-18-24	Joshua Disenhouse	Attending telephone call with D. Rosenblat to discuss priority of Marshall Zehr charges; reviewing cases on equitable doctrine of subrogation; reviewing first Marshall Zehr charge terms.	2.70
Jul-18-24	Chloe Duggal	Drafting, reviewing and revising Mapleview KingSett opinion and Mapleview assumed mortgages opinion and attending to correspondence on same.	1.80
Jul-18-24	Parmida Esmaeilpour	Reviewing invoices to populate lien claimants spreadsheet; meeting with E. Smith.	3.80
Jul-18-24	Catalina Garzon	Reviewing invoices for lien claimants as part of Osler review for E. Smith.	4.50

Jul-18-24	Roger Gillott	Meeting with D. Rosenblat and C. Jumaa, regarding liens and to prepare for call with J. Long; amending draft letter to J. Long; email to M. Tallat; meeting with E. Smith, to discuss outcome of review of first batch of lien claimants' backup; amending draft letter to J. Long, and sending same; meeting with M. Tallat and D. Rosenblat, regarding mortgage advances; meeting with J. Long, D. Rosenblat and N. Goldstein, regarding lien claimants' position on mortgage priorities; debrief with D. Rosenblat; meeting with M. Tallat and E. Smith, regarding invoices of lien claimants; meeting with E. Smith, regarding invoices review; emails to and from D. Rosenblat; reviewing correspondence from counsel to North Gate Farms, with invoice listing attached; meeting with D. Rosenblat, regarding liens analysis; reviewing correspondence from counsel to Con-Drain, with holdback number; considering position of Con-Drain on holdback, and sending email to M. Tallat, regarding same; providing instructions to E. Smith, regarding title search and non-lien-claimant; reviewing email from counsel to Jackson Roofing; reviewing email from M. Tallat, regarding Con-Drain phased certificates; email to M. Tallat; reviewing email from E. Smith; providing instructions to E. Smith regarding liens analysis.	5.60
Jul-18-24	Carolin Jumaa	Attending call with R. Gillott and D. Rosenblat regarding root date or mortgages; reviewing and summarizing deleted instruments; correspondence with C. Duggal regarding security documents; correspondence with E. Smith regarding updated title searches	1.10
Jul-18-24	Jesse June-Jack	Revising Excel tables for Project Forest.	5.00
Jul-18-24	Jesse June-Jack	Revising Excel tables for Project Forest.	1.50
Jul-18-24	Cameron Kozinets	Comparing invoices to spreadsheet and compiling information.	10.60
Jul-18-24	Danielle Kubiseski	Conducting legal research on priority of mortgages relating to mortgage advances and payments.	4.00
Jul-18-24	David Rosenblat	Attending to lien holder letter and response thereto; attending internal call regarding mortgage root analysis; attending call with KSV and Osler working groups regarding priority and security review matters; reviewing correspondence; responding to emails; attending to security review, priority analysis and lien analysis.	3.00
Jul-18-24	Emma Smith	Meeting with R. Gillott to review invoice data due diligence conducted by Osler team compared to the Company's records.	2.00
Jul-18-24	Emma Smith	Conducting due diligence of lien claimants submitted invoices and documentation compared to the Company's records in order to complete holdback analysis and reconciliation; communicating with lien claimants' counsel regarding missing invoices.	7.20
Jul-19-24	Jacqueline Code	Attending conference call regarding mortgage priority issues.	0.40

Jul-19-24	Rod Davidge	Preparing for and participating in calls on priority matters.	1.40
Jul-19-24	Joshua Disenhouse	Attending telephone call with M. Wasserman, J. Code and D. Rosenblat to discuss Marshall Zehr priority; telephone call with R. Davidge and D. Rosenblat regarding same; telephone call with C. Yi to discuss Portland investment priority position; reviewing mortgage closing books.	4.20
Jul-19-24	Chloe Duggal	Reviewing and revising Maplevue security opinion draft.	4.20
Jul-19-24	Parmida Esmailpour	Populating North Gate invoice summary in spreadsheet.	0.90
Jul-19-24	Catalina Garzon	Reviewing invoices for lien claimants as part of Osler review for E. Smith.	0.20
Jul-19-24	Roger Gillott	Reviewing email from A. Soutter; email to D. Rosenblat; reviewing multiple emails from lien claimants, D. Rosenblat and E. Smith; emails to and from D. Rosenblat and E. Smith; reviewing liens backup analysis provided by E. Smith; meeting with E. Smith, regarding same; meeting with D. Rosenblat and E. Smith; email to A. Soutter.	4.30
Jul-19-24	Carolyn Jumaa	Correspondence with J. Disenhouse and C. Read regarding tax arrears; attending call with J. Disenhouse regarding mortgage priority; attending call with M. Wasserman, D. Rosenblat, J. Codes and J. Disenhouse regarding mortgage priority; attending call with J. Disenhouse regarding draft opinion; reviewing and revising draft opinion.	1.20
Jul-19-24	Jesse June-Jack	Revising Excel tables for Project Forest.	1.50
Jul-19-24	Cameron Kozinets	Compiling information from invoices into chart.	3.40
Jul-19-24	Blair McRadu	Discussing draft letter regarding Westmount and Portland charges with D. Rosenblat and attending to initial review of APS in respect of same.	0.50
Jul-19-24	Charlene Read	Calling the City of Barrie Tax Department to confirm procedure of water arrears being moved to the tax account and advising C. Jumaa.	0.20
Jul-19-24	David Rosenblat	Attending call with Dentons; drafting vesting order and distribution order; attending internal calls regarding lien analysis; attending multiple calls with KSV.	3.10
Jul-19-24	Emma Smith	Meeting with R. Gillott to review holdback analysis and revise summary materials.	1.60
Jul-19-24	Emma Smith	Completing holdback analysis based on invoice documentation provided to date from lien claimants; drafting summary chart of lien reconciliation summary and communicating materials to A. Soutter.	5.50

Jul-19-24	Marc Wasserman	Reviewing file matters; engaged in discussions regarding status and next steps; attending internal meeting regarding priority issues; multiple discussions regarding same.	1.50
Jul-20-24	Yvette Gallo	Reviewing invoices and updating lien reconciliation chart	2.30
Jul-20-24	Cameron Kozinets	Reviewing invoices and compiling chart comparing findings.	1.30
Jul-20-24	David Rosenblat	Attending call with KSV; reviewing correspondence; responding to emails.	0.60
Jul-20-24	Emma Smith	Reviewing missing invoices provided by Quality Rugs and Penegal to the Company's records; revising lien reconciliation excel and summary chart.	1.30
Jul-21-24	Benjamin Beiles	Confirming invoice amounts and details with E. Smith.	3.20
Jul-21-24	Yvette Gallo	Reviewing invoices and updating lien reconciliation chart.	3.00
Jul-21-24	Carolyn Jumaa	Reviewing security documents and real property registrations in connection with draft opinion.	5.00
Jul-21-24	David Rosenblat	Attending to security review; reviewing correspondence.	0.40
Jul-22-24	Benjamin Beiles	Confirming invoice amounts and details with E. Smith.	1.60
Jul-22-24	Joshua Disenhouse	Attending to call with D. Rosenblat and C. Jumaa to discuss real property opinion regarding Kingsett and Assumed Mortgages; reviewing draft opinion; attending telephone call with C. Yi, R. Kennedy and D. Rosenblat to discuss Portland priority.	2.30
Jul-22-24	Chloe Duggal	Reviewing and revising Maplevue KingSett Opinion and Maplevue Assumed Mortgages Opinion and attending to correspondence on same.	1.50
Jul-22-24	Yvette Gallo	Reviewing invoices; filling out lien reconciliation chart; discussions with E. Smith and C. Garzon; highlighting certain invoices.	6.20
Jul-22-24	Catalina Garzon	Reviewing invoices for lien claimants as part of Osler review for E. Smith.	2.70
Jul-22-24	Roger Gillott	Meeting with A. Souter, M. Tallat, D. Rosenblat and E. Smith, regarding lien claims and review of back-up received; email to E. Smith, regarding follow-up.	1.70
Jul-22-24	Carolyn Jumaa	Reviewing security documents and real property registrations in connection with draft opinion; correspondence with J. Disenhouse, D. Rosenblat and C. Duggal regarding draft opinion; attending call with D. Rosenblat and J. Disenhouse regarding draft opinion.	7.20

Jul-22-24	Jesse June-Jack	Revising Excel tables for Project Forest.	9.00
Jul-22-24	Cameron Kozinets	Reviewing invoices and adding them to spreadsheet.	4.70
Jul-22-24	Blair McRadu	Drafting letter regarding charges and attending to correspondence regarding same.	1.50
Jul-22-24	David Rosenblat	Drafting vesting order and distribution order; engaged internally regarding same; attending multiple calls with KSV: reviewing correspondence; responding to email; reviewing and commenting on opinion; attending internal call regarding same.	6.50
Jul-22-24	Chantal Silk	Review of reconciliation of invoices from Breda under account number 1668 for inclusion in lien reconciliation to calculate amounts invoiced and holdback exposure.	3.20
Jul-22-24	Emma Smith	Considering and assessing Rivervalley Masonry and Cortina Kitchens priority holdback with C. Silk.	0.50
Jul-22-24	Emma Smith	Preparing for and attending meeting with R. Gillott and D. Rosenblat to consider two phase and two project argument put forth by J. Long and drafting initial summary of holdback priority payables to provide to A. Soutter.	1.60
Jul-22-24	Emma Smith	Reviewing invoices from Penegal Trim, Schaeffer and Greenwall; assessing lien claimants priority holdback based on submitted documentation.	2.70
Jul-23-24	Benjamin Beiles	Confirming invoice amounts and detail with E. Smith.	2.20
Jul-23-24	Marleigh Dick	Reviewing approval and vesting order.	0.30
Jul-23-24	Joshua Disenhouse	Reviewing revised letter from Dentons re Portland priority mortgage; reviewing case law re subsequent advances and equitable remedy of subrogation; discussion with D. Rosenblat re same; reviewing and revising draft approval and vesting order.	2.30
Jul-23-24	Chloe Duggal	Reviewing and revising Maplevue security opinion draft into the Maplevue-KingSett Opinion and Maplevue Assumed Mortgages Opinion.	2.10
Jul-23-24	Parmida Esmaeilpour	Meeting with J. June-Jack to discuss Breda division of work; reviewing Breda invoice summary chart against Osler lien tracking chart; meeting with C. Kozinets to assign Breda work.	7.80
Jul-23-24	Catalina Garzon	Reviewing invoices for lien claimants as part of Osler review for E. Smith.	0.50

Jul-23-24	Roger Gillott	Meeting with E. Smith and D. Rosenblat regarding lien claim and holdback issues; meeting with E. Smith regarding lien reviews; email to J. Long, counsel to Con-Drain and North Gate, regarding lien; reviewing email from J. Long; meeting with E. Smith, regarding all lien matters, and regarding response to J. Long letter; searched CSP registry; assessed Con-Drain timeliness on that basis; email to J. Long regarding Con-Drain contract; email to D. Rosenblat, regarding approach to lien claims with substantial time gap between last invoice and lien registration; emails to and from M. Tallat.	4.50
Jul-23-24	Carolyn Jumaa	Reviewing security documents and real property registrations in connection with draft opinion; correspondence with J. Disenhouse, D. Rosenblat and C. Duggal regarding draft opinion; attending call with D. Rosenblat and J. Disenhouse regarding draft opinion; reviewing and revising draft approval and vesting order.	5.20
Jul-23-24	Daniel Kiesman	Meeting with C. Garzon to discuss and debrief invoice reviewing task.	0.50
Jul-23-24	Cameron Kozinets	Reviewing invoices and adding to spreadsheet.	4.60
Jul-23-24	Blair McRadu	Drafting bankruptcy and distribution orders; attending to correspondence regarding same and turning comments on same; reviewing approval and vesting order and attending to comments on same regarding revisions; attending to correspondence with specialist groups and client regarding same.	2.70
Jul-23-24	David Rosenblat	Reviewing draft report; attending call with Dentons; reviewing Portland letter; attending to security review; attending to orders; discussing outstanding issues with M. Wasserman; attending call with purchase counsel and M. Wasserman; attending multiple calls with KSV: engaged internally regarding lien analysis.	6.80
Jul-23-24	Chantal Silk	Reviewing Breda account ledger and revising lien reconciliation chart for preparation of draft Receiver's report.	2.20
Jul-23-24	Emma Smith	Meeting with R. Gillott and D. Rosenblat to walk through lien claimant priority holdback calculated to date and next steps.	1.10
Jul-23-24	Emma Smith	Reviewing the Daily Commercial Database for relevant substantial completion certificates; assessing Con-Drain timeliness for lien; drafting email update on lien claimant analysis to D. Rosenblat; drafting response to J. Long regarding Con-Drain.	2.50
Jul-23-24	Emma Smith	Reviewing invoices and documentation from North Gate, Breda Bay and Con-Drain; assessing priority holdback payable.	5.00
Jul-24-24	Joshua Disenhouse	Reviewing and revising draft Approval and Vesting Order; attending to e-mail correspondence with D. Rosenblat regarding water arrears and taxes; reviewing case law regarding equitable doctrine of subrogation; reviewing draft opinion.	1.90



Jul-24-24	Parmida Esmaeilpour	Reviewing Sunbelt invoices and inputting in Excel.	3.50
Jul-24-24	Catalina Garzon	Reviewing invoices for lien claimants as part of Osler review for E. Smith.	5.70
Jul-24-24	Roger Gillott	Meeting with M. Tallat, D. Rosenblat and E. Smith, regarding review of lien claims; meeting with E. Smith and student regarding legal research instructions; reviewing the draft Approval and Vesting Order and providing comments to D. Rosenblat, on lien paragraphs; meeting with D. Rosenblat, regarding same; reviewing email from A. Soutter regarding lien claims; reviewing and revising draft email to A. Soutter; emails to and from Team members; reviewing Barrie Trim & Mouldings trust claim; emails to and from Team members, regarding same; reviewing email from J. Long, counsel to Con-Drain, regarding holdbacks on Block 16 and 17; email to Team, regarding same; providing instructions to E. Smith; reviewing emails from E. Smith, regarding further analysis of lien claimants' submissions; making further revisions to draft email; meeting with E. Smith; email to A. Soutter.	5.00
Jul-24-24	Carolin Jumaa	Reviewing security documents and real property registrations in connection with draft opinion; correspondence with J. Disenhouse, D. Rosenblat and C. Duggal regarding draft opinion; attending call with D. Rosenblat and J. Disenhouse regarding draft opinion; reviewing and revising draft approval and vesting order.	5.20
Jul-24-24	Daniel Kiesman	Reviewing invoices and inputting invoice information into spreadsheet.	4.90
Jul-24-24	Cameron Kozinets	Meeting with E. Smith to discuss research project.	0.20
Jul-24-24	Cameron Kozinets	Meeting with E. Smith to discuss new invoice task.	0.20
Jul-24-24	Cameron Kozinets	Reviewing Quality Rugs invoices.	2.40
Jul-24-24	Cameron Kozinets	Researching lien question on holdbacks.	3.60
Jul-24-24	Charlene Read	Receiving and responding to email from J. Disenhouse regarding taxes.	0.20
Jul-24-24	Chantal Silk	Reviewing Breda account ledgers and revising lien reconciliation chart for preparation of draft Receiver's Report, meeting with M. Tallat and E. Smith reviewing lien and holdback reconciliation charts.	7.10
Jul-24-24	Emma Smith	Assessing Sunbelt's claim for lien and reviewing invoices with C. Garzon.	0.20
Jul-24-24	Emma Smith	Assessing Quality Rugs claim for lien; reviewing Quality Rugs invoices with C. Kozinets.	0.50

Jul-24-24	Emma Smith	Assessing Quality Rug's lien claim with M. Tallat and C. Silk.	1.00
Jul-24-24	Emma Smith	Reviewing documentation provided by J. Long regarding Con-Drain; drafting letter to J. Long regarding Con-Drain's revised lien claim.	1.00
Jul-24-24	Emma Smith	Reviewing lien claimant analyzes and estimated priority holdback determined to date with R. Gillott, D. Rosenblat and M. Tallat.	1.80
Jul-24-24	Emma Smith	Reviewing invoices from North Gate, Capelas Home and Sunbelt and assessing priority holdback; drafting response to A. Soutter; meeting with C. Silk to assess Breda Bay holdback.	5.30
Jul-25-24	Joshua Disenhouse	Telephone calls with C. Jumaa to discuss preparation of Kingsett opinion and Assumed Mortgages opinion; reviewing draft 2nd report of Receiver; e-mail correspondence with D. Rosenblat regarding same.	0.90
Jul-25-24	Roger Gillott	Reviewing and revising draft letter to Con-Drain, regarding outcome of Receiver's review of Con-Drain claim on holdback/validity of liens; email to N. Goldstein, M. Tallat and Osler Team, enclosing draft letter; reviewing email from A. Soutter; reviewing multiple emails from Team members; reviewing correspondence from counsel to Con-Drain; preparing construction liens rider for Second Report of Receiver; meeting with D. Rosenblat and E. Smith regarding same; reviewing comments on draft Rider and making further revisions to same; amending draft table of maximum lien priority values; email to D. Rosenblat.	4.50
Jul-25-24	Carolyn Jumaa	Reviewing security documents and real property registrations in connection with draft opinion; correspondence with J. Disenhouse, D. Rosenblat and C. Duggal regarding draft opinion; attending call with D. Rosenblat and J. Disenhouse regarding draft opinion; reviewing and revising draft approval and vesting order.	4.20
Jul-25-24	Blair McRadu	<div style="background-color: black; height: 1.2em; width: 425px;"></div> <div style="background-color: black; height: 1.2em; width: 105px;"></div>	0.50
Jul-25-24	Chantal Silk	Reviewing Appendix A to the Receiver's Report.	0.30
Jul-25-24	Emma Smith	Considering rider for construction lien claimants analysis in the Receiver's second report.	0.20
Jul-25-24	Emma Smith	Reviewing additional documentation provided by J. Long regarding Con-Drain.	0.20
Jul-25-24	Emma Smith	Reviewing North Gate invoices with M. Tallat and assessing priority holdback.	0.30
Jul-25-24	Emma Smith	Discussing calculation of holdback regarding North Gate's invoices with D. Rosenblat and R. Gillott.	0.60

Jul-25-24	Emma Smith	Drafting summary of Claims for Lien and maximum estimated priority holdback for the Receiver's second report.	1.40
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<b>TOTAL HOURS:</b>	<b>526.40</b>
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#### EXPENSE SUMMARY

DESCRIPTION	AMOUNT
<u>EXPENSES - TAXABLE</u>	
Printing Costs	61.35
OnCorp Fees for Searches/Certificates/Filings	833.41
Title-Related Searches-Toronto	2,532.65
<b>TOTAL (CAD):</b>	<b>3,427.41</b>

THIS IS EXHIBIT “B” REFERRED TO IN  
THE AFFIDAVIT OF DAVID ROSENBLAT  
SWORN BEFORE ME ON THIS 26TH DAY OF JULY 2024



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Chloe Duggal | LSO # 88142K  
A Commissioner for Taking Affidavits

**EXHIBIT B**

<b>Date of Account</b>	<b>For Billing Period Ending</b>	<b>Fees (\$)</b>	<b>Expenses / Disbursements (\$)</b>	<b>Taxes (\$)</b>	<b>Total (\$)</b>
23-July-24	30-June-24	\$295,517.50	\$7,545.04	\$39,344.98	\$342,407.52
26-July-24	25-July-24	\$353,421.00	\$3,427.41	\$46,390.29	\$403,238.70
<b>Total</b>	-	\$648,938.50	\$10,972.45	\$85,735.27	\$745,646.22

THIS IS EXHIBIT “C” REFERRED TO IN  
THE AFFIDAVIT OF DAVID ROSENBLAT  
SWORN BEFORE ME ON THIS 26TH DAY OF JULY 2024



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Chloe Duggal | LSO # 88142K  
A Commissioner for Taking Affidavits

**EXHIBIT C**

<b><u>Name</u></b>	<b><u>Year of Call (if applicable)</u></b>	<b><u>Billing Rate (\$/Hour)</u></b>	<b><u>Hours Worked</u></b>
Beiles, Benjamin	N/A	315	11.40
Code, Jacqueline	1998	1,235	0.80
Davidge, Rod	2000	1,195	2.00
Dick, Marleigh	2020	735	14.60
Disenhouse, Josh	2014	915	71.50
Duggal, Chloe	2023	590	41.90
Esmailpour, Parmida	N/A	315	19.70
Fairfax, Jennifer	2003	1,085	0.80
Gallo, Yvette	Paraprofessional	330	11.50
Garzon, Catalina	N/A	315	18.20
Gillott, Roger	1996	1,155	84.40
Harvey, Julie	Paraprofessional	310	1.00
Haugen, Davis	N/A	370	7.20
Jumaa, Carolin	2018	800	125.00
June-Jack, Jesse	N/A	0	23.00
Kiesman, Daniel	N/A	315	5.40
Kozinets, Cameron	N/A	315	43.30
Kronby, Matthew	1990	1,315	1.10
Kubiseski, Danielle	N/A	315	13.40
Kuzma, Kaeleigh	2008	1,450	0.50
Kwong, Elfi	N/A	370	0.80

<u>Name</u>	<u>Year of Call (if applicable)</u>	<u>Billing Rate (\$/Hour)</u>	<u>Hours Worked</u>
MacEachern, Kevin	Paraprofessional	310	2.00
Mamonkina, Albina	N/A	370	5.90
Margeson, Adam	2020	735	13.80
McRadu, Blair	2017	800	48.80
Mittoo-Thomas, Krystal	Paraprofessional	330	1.80
Morassutti, Paul	1988	1265	0.70
Murali, Shreya	Paraprofessional	330	7.00
Read, Charlene	Paraprofessional	390	0.40
Rodal, Shuli	2000	735	5.50
Rosenblat, Dave	2013	1,050	148.40
Rubin, Chelsea	2020	735	9.00
Silk, Chantal	Paraprofessional	330	32.50
Smith, Emma	2023	590	65.60
Tran, Annie	Paraprofessional	425	9.90
Wasserman, Marc	2001	1,500	13.50
Williams, Khamecia	N/A	0	11.30
Wylie, Greg	1992	1450	0.70
		<b>Total:</b>	874.30

<b>Blended Rate</b> (excluding expenses / disbursements and HST) \$648,938.50 ÷ 874.30 hours =	\$742.24
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IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED

KINGSETT MORTGAGE CORPORATION and MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD., and 2552741 ONTARIO INC.

Applicant

Respondent

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

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

PROCEEDING COMMENCED AT TORONTO

**AFFIDAVIT OF DAVID ROSENBLAT**

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Lawyers for KSV Restructuring Inc., in its capacity as Receiver

**IN THE MATTER OF AN APPLICATION UNDER SUBSECTION 243(1) OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, c. B-3, AS AMENDED, AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**KINGSETT MORTGAGE CORPORATION**

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

Applicant

Respondents

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

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**SECOND REPORT OF THE MONITOR**

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Lawyers for the Receiver