ONTARIO DIVISIONAL COURT, SUPERIOR COURT OF JUSTICE

BETWEEN:

KSV KOFMAN INC., IN ITS CAPACITY AS RECEIVER AND MANAGER OF CERTAIN PROPERTY OF SCOLLARD DEVELOPMENT CORPORATION, MEMORY CARE INVESTMENTS (KITCHENER) LTD., MEMORY CARE INVESTMENTS (OAKVILLE) LTD., 1703858 ONTARIO INC., LEGACY LANE INVESTMENTS LTD., TEXTBOOK (525 PRINCESS STREET) INC. AND TEXTBOOK (555 PRINCESS STREET) INC.

Plaintiff (Respondent)

- and -

AEOLIAN INVESTMENTS LTD., JOHN DAVIES IN HIS PERSONAL CAPACITY AND IN HIS CAPACITY AS TRUSTEE OF BOTH THE DAVIES ARIZONA TRUST AND THE DAVIES FAMILY TRUST, JUDITH DAVIES IN HER PERSONAL CAPACITY AND IN HER CAPACITY AS TRUSTEE OF THE DAVIES FAMILY TRUST, AND GREGORY HARRIS SOLELY IN HIS CAPACITY AS TRUSTEE OF THE DAVIES FAMILY TRUST

Defendants (Appellants)

MOTION RECORD (Volume 2 of 2)

October 12, 2018

DENTONS CANADA LLP

77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON M5K 0A1 Fax: (416) 863-4592

Kenneth D. Kraft / Michael Beeforth

LSO #: 31919P / 58824P Tel.: (416) 863-4374 / (416) 367-6779 kenneth.kraft@dentons.com michael.beeforth@dentons.com

Lawyers for the Defendants John Davies, Judith Davies and Aeolian Investments Ltd.

TAB 3

Court File No.: CV-17-11822-00CL

ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

BETWEEN:

KSV KOFMAN INC., IN ITS CAPACITY AS RECEIVER AND MANAGER OF CERTAIN PROPERTY OF SCOLLARD DEVELOPMENT CORPORATION, MEMORY CARE INVESTMENTS (KITCHENER) LTD., MEMORY CARE INVESTMENTS (OAKVILLE) LTD., 1703858 ONTARIO INC., LEGACY LANE INVESTMENTS LTD., TEXTBOOK (525 PRINCESS STREET) INC. AND TEXTBOOK (555 PRINCESS STREET) INC.

Plaintiff

and -

AEOLIAN INVESTMENTS LTD., JOHN DAVIES IN HIS PERSONAL CAPACITY AND IN HIS CAPACITY AS TRUSTEE OF BOTH THE DAVIES ARIZONA TRUST AND THE DAVIES FAMILY TRUST, JUDITH DAVIES IN HER PERSONAL CAPACITY AND IN HER CAPACITY AS TRUSTEE OF THE DAVIES FAMILY TRUST, AND GREGORY HARRIS SOLELY IN HIS CAPACITY AS TRUSTEE OF THE DAVIES FAMILY TRUST

Defendants

AFFIDAVIT OF JOHN DAVIES

(Sworn February 8, 2018)

- I, John Davies, of King City in the Province of Ontario, MAKE OATH AND SAY:
- 1. I am one of the defendants in the above noted action. As such, I have personal knowledge of the information contained in this affidavit.
- 2. I swear this affidavit in response to Justice Myers' endorsement dated October 24, 2017, to (a) provide the court with evidence of our efforts to market our house at 24 Country Club

Drive (the "**Property**") in order to attract the highest possible sale price for my creditors, and (b) seek the court's approval to initiate a sale process for the Property.

The Property

- 3. As set out in my prior affidavit sworn July 14, 2017, the Property was purchased with money borrowed from Moskowitz Capital Mortgage Fund II Inc. (the "Lender") and is subject to a first mortgage from the Lender in the amount of \$1,950,000 (the "Mortgage") with a 12.5% annual interest rate. I attach as Exhibit "A" a copy of the Statement of Account and Trust Statement associated with the purchase. The Mortgage is an arm's length mortgage and I have, and had, no financial interest in the Lender or the Mortgage.
- 4. The Mortgage is in default and has been since November 1, 2016, at which time the principal amount outstanding on the Mortgage was \$768,877.00. The total outstanding amount on the Mortgage as of October 2017 was \$1,066,171.83, as set out in the affidavit of Brian Moskowitz. There are also four CRA liens on title to the Property in relation to unpaid income taxes totalling \$599,954.25.
- 5. I attach to my affidavit as **Exhibit** "B" a copy of the parcel register for the Property; as **Exhibit** "C" a copy of the Mortgage instrument registered on title to the Property; and as **Exhibit** "D" copies of the CRA liens registered on title to the Property.

Efforts to Market the Property

6. With the Lender's consent, I have been working with Michael Mealia, a real estate agent, since February 2017 (i.e. prior to the Mareva order) to advertise the Property and gain market

exposure in order to attract the highest possible sale price in order to pay the Lender and my other creditors.

- 7. Mr. Mealia has sworn a separate affidavit detailing his efforts to market the property, which have included listings on MLS, neighbouring mailings, and multiple open houses. His efforts have resulted in numerous offers for the Property:
 - (a) On February 25, 2017, an offer was made for \$1.635 million with a closing date of June 20, 2017. We accepted this offer; however, as set out in my July 14th affidavit, the prospective purchaser terminated the deal in May 2017. I have attached as **Exhibit "E"** a copy of the Agreement of Purchase and Sale regarding this offer.
 - (b) On August 8, 2017, we received and accepted an offer for \$1.510 million, conditional upon obtaining court approval to lift the Mareva order. That agreement was terminated by the buyers on August 28, 2017 as they did not approve the status certificate for the Property. I have attached as Exhibit "F" a copy of the Agreement of Purchase and Sale regarding this offer.
 - (c) On September 14, 2017, we received and accepted an offer for \$1.5 million, conditional upon obtaining court approval to lift the Mareva order. That agreement was terminated on September 28, 2017 due to issues with the building inspection. I have attached as Exhibit "G" a copy of the Agreement of Purchase and Sale regarding this offer.
 - (d) Finally, on September 28, 2017, we received and accepted an offer for \$1.5 million, conditional upon obtaining court approval to lift the Mareva order. That agreement was terminated following Justice Myers' dismissal of our motion. I have attached as Exhibit "H" a copy of the Agreement of Purchase and Sale regarding this offer.

8. Following Justice Myers' endorsement, we have taken no further steps to market or sell the Property.

Proposed Sale Process

- 9. I have worked with Mr. Mealia to develop a sale process, which is set out in Mr. Mealia's affidavit. Based on my discussions with him, I believe this sale process will provide the Property with ample market exposure and attract the highest possible sale price.
- 10. As a result of the current outstanding debts secured against the Property, and based on the offers received to date, I do not believe I will receive any net proceeds from any sale of the Property (after fees, commissions and payment of these debts) in the event of a sale approved by this court. However, to the extent any net proceeds are realized, I undertake to have those proceeds held in trust by my lawyer pending the outcome of this proceeding or further order of this Court.
- 11. Given the above undertaking, I do not believe that any of the receivership companies represented by the Plaintiff will suffer any prejudice if the sale is allowed to proceed. In contrast, if the sale is not allowed to proceed, I believe the Lender will likely sell the Property by power of sale and will likely receive a lower sale price, which will prejudice both me and my secured creditors.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario on February 8, 2018

Commissioner for Taking Affidavits
(or as may be)

JOHN DAVIES

Michael Beeforth

TAB A

THIS IS EXHIBIT "A"
REFERRED TO IN THE AFFIDAVIT OF

JOHN DAVIES

SWORN BEFORE ME

THIS 8^{TH} DAY OF FEBRUARY 2018

Commissioner for Taking Affidavits, etc.

Michael Beeforth



PERSONAL & CONFIDENTIAL Judith Davies

December 12, 2011

24 Country Club Drive King City, Ontario L7B 1M5 File #:

11799

Invoice #:

13311

Attention:

Re: (P) from Andrews: 24 Country Club Drive, King

TO ALL PROFESSIONAL SERVICES RENDERED on your behalf with respect to the above-noted matters, including:

DESCRIPTION

Conducting review of Condominium Status Certificate and accompanying documents such as Declaration, Budget etc.
Telephone call to Bruno Zaffino, Trigate Management; Email to John Davies with respect to Status Certificate review;
Email to Norman Ronski with respect to extension of conditional period and obtaining Agreement with Royal LePage with respect to loan;

To emails from John Davies, Norman Ronski and Gregory Harris; to email to Leonard Lint's office requesting extension of conditional period.

Telephone call to Cheryl at Green and Spiegel;

Telephone call from Cheryl at Green and Spiegel; corresponding with Green and Spiegel; email to John Davies; and, reviewing responses from John; corresponding with vendor's solicitor; receiving Statement of Adjustments; receiving and reviewing email from Greg Harris; email to L. H. Lind Realty Inc., to verify the total amount of deposits; and to, corresponding with vendor's solicitor concerning same and requesting amended adjustments;

To all telephone conversations with Franca Soares of First Canadian Title Insurance and correspondence with the same and to completing required insurer's forms and documentation, and to reporting to the title insurer after closing;

To discussing home insurance coverage with you and your insurance agent and arranging for insurance binder; to discussing whether mortgage financing would be required for the subject transaction; To performing a search of title and reviewing the same; to submitting requisitions on title and reviewing responses thereto; to searching for executions; To preparing Vendor's undertakings; Warranties/Bill of Sale; Statutory declaration re GST; Vendor's Undertaking To Discharge; Vendor's Solicitor's Undertaking to Discharge, if applicable; Document Registration Agreement; Purchaser's Undertaking to Re-Adjust; Purchaser's Direction re: Title;

To examining the draft deed; to perusing the statement of adjustments received from the vendor's solicitor and discuss same with you; To preparation of an Affidavit pursuant to the Land Transfer Tax Act and other purchase documentation for

2355 Skymark Avenue, Suite 300, Mississauga, Ontario L4W 4Y6 T. 905.629.7800 F. 905.629.4350

BUSINESS # 899558605

E,& 0, E.

Account payable upon receipt

After 30 days interest charged at ______% per annum

Pursuant to the Solicitors Act

execution by you; to all necessary telephone and written correspondence; To submitting and obtaining Document Registration Agreement; To preparing Funds Statement; To preparation of Acknowledgement and Direction regarding electronic registration; To preparing exportable data for electronic registration of documentation;

To telephone call to lender; To preparation of checklist for closing, Consent to Act, Direction re: Funds, Declarations; To submitting Interim Report to mortgagee and requesting funds; To all correspondence with the mortgagee and to providing any required draft documents prior to closing; To preparing mortgage documentation for electronic registration;

To meeting with you to sign all necessary documents; Attending to Identification and Verification of Clients and completing Verification Form establishing proof of identity of client;

To receiving funds from you; To preparing file for closing; To preparing cheque requisitions and correspondence to opposite counsel;

To attending to deliver funds and documents, in escrow, to vendor's solicitor; To conducting writ searches and sub-search of title prior to closing; To closing the transaction and to effecting electronic registration of the Transfer/Deed of Land;

To receiving funds from the Mortgagee; To effecting the electronic registration of the mortgage and to submitting a final report to the mortgagee;

Corresponding with Green & Spiegel;

To submitting a final report to you, To advising the Tax Department of change of ownership, and, to all other necessary telephone communication, correspondence post-closing with opposite counsel in order to follow up and obtain proof of compliance with undertakings given on closing.

Discussions and emails with John Davies; conducting search of title and downloading instruments;

AND to all other necessary telephone communication, correspondence received, perused and sent, and all ancillary services not specifically referred to above in connection with this matter.

OUR FEE HEREIN: Reduced From \$2,795.00

\$0.00

17 60

DISBURSEMENTS PAID ON YOUR BEHALF:

Courier	17.60
Ministry of Government Services	25.00
Fax messages	69.68
Long distance calls	5.44
Photocopies	498.50
Postage	5.08
Bank Charges *	20.00
Parcel Register, key LRO*	00.8
Parcel Register, key LRO add'l pages*	3.00
Teraview - Writ Name Search *	22,00
Parcel register- key LRO*	8.00
Parcel register- key LRO ELRSA Fee	10.00
Parcel register- key LRO, add'l pages*	1.00
Parcel register- key LRO, add'l pages ELRSA Fee	1,00
Image - Download Instruement ELRSA Fee	9.00
Mileage for Banking	5.72
ELRSA Fce	10.00
Parcel Register, key LRO*	16.00
Parcel Register, key LRO ELRSA Fee	20.00
Parcel Register, key LRO, add'l pages*	4.00
Parcel Register, key LRO add'l pages ELRSA Fee	4.00
Writs name search, other Coutry*	44.00
Writs name search, other Coutry ELRSA Fee	12.00
Registration *	60.00
Image - Download Instrument ELRSA Fee	6.00
Parcel Register Key LRO *	8.00
Parcel Register Key LRO ELRSA Fee	10.00

rage:

\$342.75

THIS IS OUR ACCOUNT HEREIN

TOTAL AMOUNT DUE AND OWING:

HARRIS-FHARRIS LLP

GREGORY H. HARRIS

/cb E. & O.E

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THV	$O_{1} \cup \circ$	` 3 <i>T</i> -

13311

rage:

4 305

TRUST STATEMENT

	·	Disbursements	Receipts
Jul 12/11	Received From: Toronto Dominion Bank		\$15,000,00
	Purchase Funds		
	Received From: Toronto Dominion Bank		\$6,000.00
	Purchase Funds		
	Received From: Green and Spiegel		\$921,785.55
	Motgage Advance		
	Paid To: Victor L. Vandergust Professional Corporation,	\$925,196.49	
	Balance Due On Closing		
	Paid To: First Canadian Title	\$949.32	
	Title Insurance Premium		
	Paid To: Harris + Harris LLP	\$15,975.00	
	Land Transfer Tax		
Dec 12/11	Paid To: Harris + Harris LLP	\$664.74	
	Payment for invoice: 13311		
	Total Trust	\$942,785.55	\$942,785.55
	Trust Balance		\$0.00

TAB B

THIS IS EXHIBIT "B"

REFERRED TO IN THE AFFIDAVIT OF

JOHN DAVIES

SWORN BEFORE ME

THIS 8TH DAY OF FEBRUARY 2018

Commissioner for Taking Affidavits, etc.

Michael Beeforth

Sontario Service Ontario

PROPERTY DESCRIPTION:

PROPERTY REMARKS:

PARCEL REGISTER (ABBREVIATED) FOR BROPERTY IDENTIFIER

PAGE 1 OF 5 PREPARED FOR Maria001 ON 2017/06/28 AT 11:16:33

UNIT 18, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO, 999 AND ITS APPURTSNANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BLK 1 PE ESM3631, PTS 2, 3 4 4, 65R26022; TOANSHIP OF KING. S/T 6 T/M AS 95T OUT IN SCHEDULE "N* OF DECLARATION YR325496. S/T EASE IN YR342172. OFFICE 465 29530-0018 (LT) 29530-0018 (LT) - CENTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

S/T SUBSECTION 44(1) OF THE LAND TITLES ACT, R.S.O. 1990 EXCEPT PARAGRAPHS 3 6 14 THEREOF.

RECENTLY: CONDOMINIUM FROM 03381-0204

PIN CREATION DATE: 2003/07/21

DANERS: NAMES DAVIES, JUDITH LENORE estate/qualifiek.. Fee simple absolute

CAPACITY SHARE TRST

DAVIES, JOHN EVAN	I EVAN		TRST			
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	or setting	CERT/ CHXU
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R536601	1990/03/07 AGREEMENT HARKS: R505559 - REMARK	1990/03/07 AGREEMENT REMARKS: RSOSSSS - REMARKS ENTERED IN ERROR - ADDED 2		03/01/24 BY LOIS YAKINCHUK		Ü
R555403	1990/11/02	Agreement				υ
RS78113 RE	1991/09/17 AGREEMENT WARKS: R422769 - REMARK	1991/09/17 AGREHENT REMARKS: R422769 — REWARKS ENTERED IN ERROR — ADDED 2		Q33/D1/24 SY LOIS YAKINCHUK		ŭ
R593261	1992/04/27 AGREEMENT WARKS: R305559 - REMARK	1992/04/27 Agreenent Remarks; R305539 - Remarks entsred in Error - Added 2		d3/01/24 by lots taktnehuk		U
R645280	1994/08/16 AGREEMENT	AGREEMENT				υ
R652983	1995/01/05	AGREEMENT				ដ
R672975	1996/02/09	AGREBMENT				b
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2	MARKS: SITE	remaks: Site flan develorhent			COLOUTE AUTHORITIES PELICULARY \$101000	
YR61887	2001/10/17	NOTICE AGREEMENT		Clubiling Corporation	THE REGIONAL MUNICIPALITY OF YORK	U
YR64939	2001/10/25	NOTICE AGREEMENT		CLUBILING CORPORATION	THE CORPORATION OF THE TOWNSHIP OF KING	U
YR93236	2002/01/07	NOTICE AGREEMENT		CLUBLINK CORPORATION	the corporation of the township of king pacific life insurance company	_O
YR242719	Z002/12/09 NOTICE	NOTICE		THE REGIONAL MUNICIPALITY OF YORK		U

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCOMSISTERCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY. NOTE: EMSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

Land Registry Oppick 165

29530-0018 (LT)
LANG TITLES ACT * SUBJECT TO RE

PAGE 2 OF 5 PREPABED FOR MAXIAD01 ON 2017/06/28 AT 11:16:31

			י כצוגי	* CENTILLED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT	rvations in crown grant *	
REG. NUM.	DATE	Instrument Type	AMOUNT	-	PARALES TO	CBRT/ CBRO
YR257651	2003/01/17	NO SUB AGREEMENT		CLUBLINK CORFORATION	THE CORPORATION OF THE TOWNSHIP OF KING	3
YR257732	2003/01/17	NOTICE AGREEMENT		GLUBZINK CORPORATION CCCC XING VALLEY LYD	THE CORPORATION OF THE TOWNSHIP OF KING	o
25	REMARKS: SITE HLAN AGT.	LAN AGT.				
YR257872	2003/01/20 CHANGE	CHARGE		*** deleted against this property *** CCCC king valley 1/10,	hsec bank canada	
XR257880	2003/01/20	Charge		*** DELETED AGAINST THIS PROPERTY *** CCCC KING VALLEY LTD.	CIUBLINK CORPORATION	
YR268936	2003/02/17	NOTICE		*** DELETED AGAINST THIS PROPERTY ***	The second secon	
	REMARKS: YR257880	80		היירי הוחם החושבו דום.	CHARLEN CORPORATION	
YR273427	2003/02/28	POSTPONEMENT		*** DELETED AGAINST THIS PROPERTY ***		
RE	MARKS: YR2578	REMARKS: YR257890 TO YR257872		CONCURATION	HOSEC BANK CANADA	
YRCP999	2003/07/10	PLAN CONDOMINIUM			0	U
YR325496	2003/07/10	DECLARATION CONDO		CCCC KING VALLEY LTD.	C	U
YR331491	2603/07/23	NOTICE		THE CORPORATION OF THE TOHNSHIE OF KING	CCCC NING VALLEY 17D,	U
YR337354 RE	2003/08/01 2/4/k/S: FOR 20	APL ANNEX REST COV YRS FROM DATE OF REGIS	STRATICH OF YORK	2003/08/01 APL ANNEX REST COV CCCC KING VALLEY LTD. REMARKS: FOR 20 PAS FROM DATE OF REGISTRALTON OF YORK REGION VACANT LAND CONDOMINIUM FLAN NO. 999.	0	U
YR338671 RE	2003/08/06 CON REMARKS: BY-LAN 11	CONDO BYLAN/98		York Region Vacany Land Componinuum Corporation no. 899		o
YR338672 RE	2003/08/06 CON REMARKS: BY-LAN 12	CONDO BYLAM/98		YORK REGION VACANT LAND CONDOMINIER CORPORATION NO. 999	0	v
YR338673	2003/08/06 REMARKS: BY-LAN	CONDO BYLAN/98		YORK REGION VACANT LAND CONDOMINION CORPORATION NO. 999		U
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Ontario Service Ontario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

OFFICE #65 REGISTRY

PAGE 3 OF 5 PRÉPARED FOR Mariadol CM 2017/06/28 AT 11:16:31

CERT? PARTIES TO CANADIAN IMPERIAL BANK OF COMMERCE WRIGHT, ELIZABETH HENRIETTA SCOTIA MORTGAGE CORPORATION NATIONAL BANK OF CANADA HYDRO ONE NETWORKS INC. OFFICE #65

29539-0018 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROMN GRANT WRIGHT, GARY JOHN ANDREWS, MARIA YORK REGION VACANT LAND CONDOMINION CORPORATION NO. 999 YORK REGION VACANT LAND CORPORATION NO. 999 PARTIES FROM *** COMPLETELY DELETED ***
WRIGHT, ELIZABETH HENRIETTA
FRIGHT, GARY JOHN SCOTIA HORTGAGE CORPORATION WRIGHT, ELIZABETH HENRIETTA *** COMPLETELY DELETED *** CLUBLINK CORPORATION *** COMPLETELY DELETED *** NATIONAL BANK OF CANADA CCCC KING VALLEY LTD. CLUBLINK CORPORATION CCCC KING VALLEY LTD. WRIGHT, CARY JOHN HSBC BANK CANADA ANDREWS, MARIA ANDREWS, MARIA \$70 MOUNT DECLARATION CONDO 2003/08/13 TRANSFER EASEHENT INSTRUMENT TYPE APL DEL EXECUTION 2006/11/03 DISCH OF CHARGE 2007/08/07 DISCH OF CHARGE DISCH OF CHARGE DISCH OF CHANGE REGIARKS: AMENDIÈENT TO YR325496 TRANSFER TRANSFER CHARGE CHARGE CHARGE REMARKS: RE: YN933100 JARKS: RE: YR257872 ARKS: RE: YR257880 AMKS: RE: YN506824 2004/01/23 2004/07/23 2007/01/05 2007/08/24 2004/07/23 2007/05/07 2006/08/25 2003/08/11 2004/07/23 DATE YR1042387 YR1032093 REG. NUM. YR506810 YR506824 YR871966 XR905808 YR933100 TR981992 YR340411 YR342172 YR506823 YR506814

note: adjoining properties should be investigated to asceatain descriptive inconsistencies, if any, with description represented for this property. Note: ensure that your printout states the focal number of pages and that you have picked them all up.

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

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YR1 677300	YR1677300 2011/07/12	Transfer	\$975,000	Andrews, Maria		Davies, Judith Lenorg Davies, John Evra	U
YR1677301	2011/07/12	CHARGE		*** CONPLETELY DELETED *** DAVIES, JUDITH LENORE DAVIES, JOHN BVAN		MOSKOWIEZ CAPITAL MORICAGE FUND II INC.	
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YR2248662	YR2248662 2015/01/28 LIEN	гівя		HER MAJESTY THE QUREN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF MATIONAL REVENUE	f Canada as represented by		U
22	REMARKS: TAX LIEN	Na					
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2	REGURKS: YR1677301.	7301.					
YR2260075	2015/02/26 CHARGE	CHARGE		*** COMPLETELY DELETED *** DAVIES, JUDITH LENORE		GEMBRAIS HOCKEY INC. GENERALS HOCKEY HOLDINGS INC. OSHAWA JUNIOR "A" HOCKEY CLUB LIMITED	
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YR2434082	2016/02/23	LIEN	\$28, 673	HER NAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE	F CANADA AS REPRESZNIED BY		U
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YRZ590860	2016/12/05	LIEN	\$145,898	HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE	f Canada as represented by		ڻ ن
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PAGE 5 OF 5 PREPARED FOR MATIGODI ON 2017/06/28 AT 11:16:31	PARTXES TO		KSV KOPHAN INC.
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NOTE: ADJOINING RROBENTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY. NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

TAB C

THIS IS EXHIBIT "C" REFERRED TO IN THE AFFIDAVIT OF

JOHN DAVIES

SWORN BEFORE ME
THIS 8TH DAY OF FEBRUARY 2018

Commissioner for Taking Affidavits, etc.

Michael Beeforth

LRO# 65 Charge/Mortgage

Registered as YR2235381 on 2014 12 19 at 15:21

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

29530 - 0018 LT

yyyy mm dd Page 1 of 5

Properties

PIN Description Interest/Estate Fee Simple

UNIT 18, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 999 AND ITS APPURTENANT INTEREST, THE DESCRIPTION OF THE CONDOMINIUM

IS: PT BLK 1 PL 65M3631, PTS 2, 3 & 4, 65R26022; TOWNSHIP OF KING.S/T & T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION YR325495. S/T EASE IN YR342172.

Address

24 COUNTRY CLUB DRIVE

Chargor(s)

The chargor(s) hereby charges the land to the charges(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms; if any.

DAVIES, JOHN EVAN

Address for Service

24 Country Club Drive, King City,

Ontario, L7B 1M5

I am at least 18 years of age.

Judith Leonore Davies and I are spouses of one another and are both parties to this document

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

DAVIES, JUDITH LENORE

Address for Service

24 Country Club Drive, King City,

Ontario, L78 1M5

i am at least 18 years of age.

John Evan Davies and I are spouses of one enother and are both parties to this document

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

Charges(s)

Capacity

Share

Name

MOSKOWITZ CAPITAL MORTGAGE FUND II INC.

Address for Service

2200 Yonge Street, Suite 1002, Toronto, Ohlario, M4S 2C6

Statements

Schedule: See Schedules

Provisions

Principal

\$1,950,000.00

Currency

Calculation Period Balance Due Date see schedule

2015/08/01 sea schedule

Interest Rate Pavments Interest Adjustment Date

\$19,012.50 2015 01 01

Payment Date

1st day of each month

First Payment Date Last Payment Date 2015 02 01

2015 06 01

Standard Charge Terms

200033

Insurance Amount

Full insurable value

Guarantor

Additional Provisions

See schedule.

LRO# 65 Charge/Mortgage

Registered as YR2235381 on 2014 12 19 et 15:21

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

yyyy mm dd Page 2 of 5

2014 12 19

Signed By

• !

Valerie DeMelo-Patel

390 Bay St., Sulle 2800 Toronto

acting for Chargor Signed 2014 12 19

Tel 416-365-3732

416-367-1208 Fax

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

Submitted By

GREEN AND SPIEGEL

390 Bay St., Suite 2800

Toronto M5H 2Y2

M5H 2Y2

Tel 416-365-3732 415-367-1208 Fax

Fees/Taxes/Payment

Statutory Registration Fee

\$60,00

Total Paid

\$60.00

Schedule "A"

The principal sum secured by the within mortgage is \$1,950,000.00 bearing interest at a rate of the greater (on a monthly basis) of 11.70% per annum, or the TD Canada Trust posted bank prime rate of interest plus 8.70% per annum, calculated and compounded interest only monthly, and payable monthly and having a term of six (6) months.

Prepayment Privileges:

The mortgage is closed.

Purchaser Approval:

The Charge/Mortgage will be considered to be in default if the borrower sells, transfers or otherwise disposes of the property or any interest therein to a purchaser not approved by the mortgagee in writing.

The mortgagor agrees that any subsequent financing and refinancing of the property is subject to the approval of the mortgagee.

The Mortgagor and Guarantor hereby represent and warrant that they have the ability to service the mortgage debt.

The mortgagor agrees that the mortgagee shall charge a penalty of \$350.00 for payments not made when due or for any payments not honoured and the Mortgagor hereby waves notice of dishonour.

The mortgagor further agrees that in the event that the Mortgagee goes into possession of the property, a ten percent (10%) property management fee will be charged to the Mortgagor by the Mortgagee,

The mortgagor agrees that in the event of a sale, conveyance, lease, or transfer of the title to the mortgaged property to a purchaser, grantee, transferee, mortgagee, or lessee not approved in writing by the Mortgagee, then at the option of the Mortgagee, all monies secured under the mortgage shall forthwith become due and payable.

The mortgagor agrees that prior to registration of the mortgage documents, the mortgagor shall provide to the Mortgagee or its solicitors, with evidence that the property herein is adequately insured with an insurance company satisfactory to the Mortgagee and such insurance may be straight insurance, but if the Mortgagee so request, then such insurance must be provided for boiler coverage, liability, insurance loss of profits, or rental insurance as the case may be. The Mortgagor shall provide a certified copy of such insurance policy to the Mortgagee or its solicitors, denoting loss payable to the Mortgagee, such insurance policy shall insure the mortgage property for the principal amount secured by the Mortgagee. Co-insurance is not acceptable. All insurance is subject to review by the Mortgagee's insurance consultant at the cost of approximately \$400.00 to the mortgagors.

Any tax bills issued and unpaid at the interest adjustment date are to be paid in full from the proceeds of this mortgage loan,

The occurrence of an event of default under any one security document held by the Mortgagee will constitute an event of default under all other security documents and loans held by the mortgagee, or in the name of any associated or affiliated corporation. If the mortgagee takes any proceeding pursuant to this mortgage or other security document by reason of the mortgagors' default, the mortgagee shall be entitled to add to the mortgage debt a service and administrative fee and a property inspection fee in addition to all other fees, costs, claims or demands to which the mortgagee is also entitled.

The Mortgagor covenants and agrees with the Mortgagoe that the Mortgagor shall not accept any offer to finance (the "Offer") respecting a loan to be secured by the whole or any part of the Lands and Premises without first giving the Mortgagoe an opportunity to match such Offer. Accordingly, if the Mortgagor receives a bona fide Offer during the term of the Mortgago or any subsequent renewal thereof, which the Mortgagor is willing

to accept, the Mortgagor shall deliver a copy of the proposed Offer to the Mortgagee, and the Mortgagee shall have 5 business days following receipt of same to provide such financing of the Lands and Premises by delivering to the Mortgagor a signed mortgage loan commitment letter (the "Commitment") with the same terms and conditions as the Offer, which the Mortgagor shall immediately accept. If the Mortgagee has not delivered a Commitment to the Mortgagor within 5 business days following receipt of same by the Mortgagee, the Mortgagee shall be deemed not to have exercised the right of first refusal and the Mortgagor may accept the Offer. If for any reason the Mortgagee does not exercise the right of first refusal and the Mortgagor does not complete the Offer of financing which had been received, the right of first refusal of the Mortgagee shall continue in effect.

Nothing herein shall be deemed a waiver of the Mortgagee's right to a prepayment penalty as set out in the Mortgage or a waiver of any of the Mortgager's covenants under the Mortgage.

The mortgagor agrees that the execution and/or registration of the security shall not operate as a merger of the remedies and provisions contained in the Mortgage Commitment Dated December 16, 2014, as amended, and the remedies and provisions contained in the Mortgage Commitment dated December 16, 2014 and amendments thereto, shall remain intact and be capable of enforcement against the mortgagors and guarantors and all other persons liable in respect thereof.

In the event that the Mortgagor fails to repay the principal and interest outstanding on the maturity date, or fails to accept a renewal offer tendered by the mortgagee (for any reason not attributable to the mortgagee) within 10 business days of the maturity date, then the mortgagee may at its sole option, automatically renew the mortgage on a month to month basis, at an interest rate equal to the TD Canada Trust Prime Lending Rate plus 15% per annum, calculated and payable monthly. In the event that the Mortgagee chooses not to renew, then there will be no further extensions, and the mortgagee will exercise its remedies under the mortgage charge. The mortgagee shall not be obligated to offer any renewal. All other terms and covenants under the existing mortgage shall continue to apply. The mortgage may be paid in full at any time during the one month renewal period. A Processing Fee which is the greater of \$1,000.00 or 2,00% of the outstanding balance shall be added to the principal balance if this extension is utilized.

The mortgagor and guarantors irrevocably agree to indemnify and hold the mortgagee harmless from and against any loss, cost, liability or expense incurred as a result of the enforcement for any claims for Brokerage, Legal, Appraisal, Finders Fees, or any other matter in relation to this loan. It is understood that neither the preparation nor the registration of any of the documents contemplated by the Mortgage Commitment dated December 16, 2014, as amended, shall bind the mortgagee or Moskowitz Capital Management Inc. to advance the funds hereby intended to be secured. Moskowitz Capital Management Inc. may refer to this property/mortgage and its general terms and conditions in its corporate advertising.

All loan costs, including Brokerage Fees, Commitment Fees, legal appraisal and survey costs, as well as insurance premiums in connection with the application and any resulting loan, are to be paid by the mortgagor and guarantors whether or not money is advanced under this loan, and may be deducted from the proceeds of the loan. The Mortgagee will charge a reasonable fee for the preparation of the Mortgage Discharge Statement, and the Mortgagees solicitor will charge a reasonable fee for the preparation of the Discharge of Mortgage.

Any payment (other than payment of regular payments of principal and interest) that is made after 1:00 p.m. on any date, shall be deemed, for the purpose of calculation of interest, to have been made and received on the next bank business day.

The following is the mortgagee's current schedule of administration and servicing fees. The mortgagee reserves the right to charge reasonable fees for other administrative services.

\$350.00	Missed Payment Fee: Payable for each missed or late instalment and for processing each NSF cheque or other returned payment;
\$400.00	Breach of undertaking and/or failure to provide satisfactory confirmation of payments within a timely fashion;
\$250,00	Insurance: Payable for dealing with each cancellation, premium payment or other non-compliance with insurance requirements;
\$500,00	Default Proceedings: Payable for each act or proceeding instituted;
\$75.00	Mortgage Statements: For preparation of each statement;
\$300,00	Purchaser Approval: For processing each application for assumption, whether or not, approved or completed;
\$800,00	Possession: For attending to take possession following default;
\$125.00	Maintenance: For administering maintenance and security of the property in our possession, per day;
\$500,00	Discharge Fee: for administering the discharge of one property. \$250.00 for each additional property.
\$1,000.00	Tax Default Fee: For failure by the Borrower to provide satisfactory confirmation of tax payments;
\$1,000.00	Prior encumbrance default fee: For failure by the Borrower(s)/Guarantor(s) to provide satisfactory confirmation prior encumbrances are in good standing.
\$200.00	Annual Tax Account Administration Fee: For administering and servicing the tax account,
\$350.00	Subsequent Advance Fee/Construction Draw fee

The Mortgagee reserves the right to charge reasonable fees for other administrative services.

TAB D

THIS IS EXHIBIT "D"

REFERRED TO IN THE AFFIDAVIT OF

JOHN DAVIES

SWORN BEFORE ME

THIS 8TH DAY OF FEBRUARY 2018

Commissioner for Taking Affidavits, etc.

Michael Beeforth

LRO# 65 Lien

Registered as YR2248562 on 2015 01 28 at 11:44

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

yyyy mm dd Paga 1 of 2

Properties

PIN

29530 - 0018 LT

Description

UNIT 18, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 899 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY

TWAS SET OUT IN SCHEDULE "A" OF DECLARATION YR325496, S/T &

YR342172.

Address

24 COUNTRY CLUB DRIVE

KING CITY

Claimant(s)

Name

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL

Address for Service

Canada Revenue Agency 5001 Yanga Streat North York, Ontario MZN 6R9

This document is not authorized under Power of Atlorney by this party. This document is being authorized by a representative of the Crown.

Statements

Schedule: See Schedules

Signed By

Paul A Lourie

5001 Yonge St., 17th floor North York

acting for Applicani(s) Signed 2015 01 28

M2N 6R9

Tel

3.375

416-218-4662 Fax 416-854-8319

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

Submitted By

CANADA REVENUE AGENCY

5001 Yonge St., 17th floor North York

2015 01 28

M2N 6R9

Tel

416-218-4652

416-954-6319 Fax

Fees/Taxes/Payment

Statutory Registration Fee

Total Paid

\$60.00 \$80,00 NOTICE OF LIEN PURSUANT TO SUBSECTION 223(5) AND (6) OF THE INCOME TAX ACT

CONSIDERATION: \$211,017.17

WHEREAS pursuant to subsection 223(2) and (3) of the Income Tax Act, any amount payable or any part of the amount payable by a tax debtox (the "amount") and that amount remains unpaid the amount may be certified by the Minister of National Revenue and registered in the Federal Court of Canada (the 'Court') at which point the certificate is deemed to be a judgment against the tax debtor;

WHEREAS pursuant to subsection 223(5) and (6) of the Income Tax Act, a document which the Court has issued, and which evidences a certificate of that Court upon registration on title or otherwise recorded creates a charge, lien or priority on, or a binding interest in property that the tax debtor holds;

AND WHEREAS JUDITH DAVIS (SOMETIME KNOWN AS JUDITH LEMORE JACKSON AND JUDITH LEMORE DAVIES)

is indebted to the Minister of National Revenue for income taxes and other amounts totalling \$211,017.17 at the date of issuance of the Certificate in Court File Number ITA-14767-14 by the Court, together with interest at such rate or rates as determined from time to time by Section 161 of the Income Tax Act;

and whereas $\,$ Judith dayls (sometime known as Judith Lenore dayles) $\,$.

has an interest in the lands described in this notice.

NOW THEREFORE TAKE NOTICE that HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE claims a lien and charge against the interest of JUDITH DAVIS (SOMETIME KNOWN AS JUDITH LENORE JACKSON AND JUDITH LENORE DAVIES) in the lands described in this notice.

Such lies charges have priority over all encumbrances or claims registered or attaching to the subject property subsequent to the registration of this notice.

LRO# 65 Lien

Registered as YR2260106 on 2015 02 26 at 10:19

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

yyyy mm dd Page 1 of 2

Properties

PIN

29530 - 0018 LT

Description

UNIT 18, LEVEL 1, YORK REGION VACANT LAND CONDOMINUM PLAN NO. 999 AND IT'S APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY

IS: PT BLK 1 PL 55M3631, PTS 2, 3 & 4, 65R26022; TOWNSHIP OF KING, S/T & TW AS SET OUT IN SCHEDULE "A" OF DECLARATION YR325498, S/T EASE IN

Address

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24 COUNTRY CLUB DRIVE KING CITY

Claimant(s)

Neme

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL

REVENUE

Address for Service

Canada Revenue Agency 5001 Yange Street North York, Onlarlo M2N GR9

This document is not authorized under Power of Attorney by this party. This document is being authorized by a representative of the Crown.

Statements

Schedule: See Schedules

Signed By

Paul A Louris

5001 Yonge St., 17th floor

ecling for

Signed 2015 02 26

2015 02 26

North York M2N 6R9

416-216-4662 Tel

416-954-6319 Fax

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

Submitted By

CANADA REVENUE AGENCY

6001 Yonge St., 17th floor North York

M2N 6R9

Tol 416-218-4662

416-954-6319 Fax

Fees/Taxes/Payment

Statutory Registration Fee

\$60,00

Total Paid

\$60.00

NOTICE OF LIEN PURSUANT TO SUBSECTION 223(5) AND (6) OF THE INCOME TAX ACT

CONSIDERATION: \$204, 364.32

WHEREAS pursuant to subsection 223(2) and (3) of the Income Tax Act, any amount payable or any part of the amount payable by a tax debtor (the 'amount') and that amount remains unpaid the amount may be certified by the Minister of National Revenue and registered in the Federal Court of Canada (the 'Court') at which point the certificate is deemed to be a judgment against the tax debtor;

WHEREAS pursuant to subsection 223(5) and (5) of the Income Tax Act, a document which the Court has issued, and which evidences a certificate of that Court upon registration on title or otherwise recorded creates a charge, lien or priority on; or a binding interest in property that the tax debtor holds;

AND WHEREAS JOHN DAVIS (SOMETIME KNOWN AS JOHN EVAN DAVIES) is indebted to the Minister of National Revenue for income taxes and other amounts totalling \$204,364.32 at the date of issuance of the Certificate in Court File Number ITA-14523-14 by the Court, together with interest at such rate or rates as determined from time to time by Section 161 of the Income Tax Act;

AND WHEREAS JOHN DAVIS (SOMETIME KNOWN AS JOHN EVAN DAVIES) has an interest in the lands described in this notice.

NOW THEREFORE TAKE NOTICE that HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE claims a lien and charge against the interest of JOHN DAVIS (SOMETIME KNOWN AS JOHN EVAN DAVIES) in the lands described in this notice.

Such lien charges have priority over all encumbrances or claims registered or attaching to the subject property subsequent to the registration of this notice.

LRO# 65 Llen

Registered as YR2434082 on 2016 02 23 st 11:02

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

yyyy mm dd Page 1 of 2

Properties

PİN

29530 - 0018 LT

Description

UNIT 18, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 999 AND ITS APPURTENANT INTEREST, THE DESCRIPTION OF THE CONDOMINIUM

PROPERTY

IS : PT BLK 1 PL 65M3631, PTS 2, 3 & 4, 65R26022; TOWNSHIP OF KING, S/T & T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION YR325496, S/T EASE IN

YR342172.

Address

24 COUNTRY CLUB DRIVE

KING CITY

Claimant(s)

Name

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL

REVENUE

Address for Service

Canada Revenue Agency 5001 Yonga Street North York, Ontario M2N 6R9

This document is not suihorized under Power of Allomey by this party. This document is being authorized by a representative of the Crown.

Statements

Schedulet See Schedules

Signed By

Paul A Lourie

3

:::

. 121 5001 Yonge St., 17th floor

acting for Applicant(s) Signed 2016 02 23

North York

M2N 6R9

416-218-4662 Tel 416-954-6319 Fax

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

Submitted By

CANADA REVENUE AGENCY

5001 Yonge St., 17th floor

2016 02 23

North York M2N 6R9

Tel 415-218-4662

Fax 416-954-6319

Fees/Taxes/Payment

Statutory Registration Fee

562.85

Total Paid

\$52.85

9,0%

NOTICE OF LIEN PURSUANT TO SUBSECTION 223(5) AND (6) OF THE INCOME TAX ACT

CONSIDERATION: \$28,673.85

WHERBAS pursuant to subsection 223(2) and (3) of the Income Tax Act, any amount payable or any part of the amount payable by a tax debtor (the 'amount') and that amount remains unpaid the amount may be certified by the Minister of National Revenue and registered in the Federal Court of Canada (the 'Court') at which point the certificate is deemed to be a judgment against the tax debtor;

WHEREAS pursuant to subsection 223(5) and (6) of the Income Tax Act, a document which the Court has issued, and which evidences a certificate of that Court upon registration on title or otherwise recorded creates a charge, lien or priority on, or a binding interest in property that the tax debtor holds;

AND WHEREAS JUDITH DAVIS (SOMETIME KNOWN AS JUDITH LENGRE JACKSON AND JUDITH LENGRE DAVIDS) is indebted to the Minister of National Revenue for income taxes and other amounts totalling \$28,673.85 at the date of issuance of the Certificate in Court Fils Number ITA-13993-15 by the Court, together with interest at such rate or rates as determined from time to time by Section 161 of the Income Tax Act;

and whereas the Certificate that was issued on December 1, 2015was amended by way of Amendment of Certificate issued on February 18, 2016so that the reference to Judith Davis reads as reference to Judith Davis (sometime: known as Judith Lenore Jackson and Judith Lenore Davies);

AND WHEREAS JUDITH DAVIS (SOMETIME KNOWN AS JUDITH LENORE JACKSON AND JUDITH LENORE DAVIES) has an interest in the lands described in this notice.

NOW THEREFORE TAKE NOTICE that HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE claims a lien and charge against the interest of JUDITH DAVIS (SOMETIME KNOWN AS JUDITH LENORE JACKSON AND JUDITH LENORE DAVIES) in the lands described in this notice.

Such lien charges have priority over all encumbrances or claims registered or attaching to the subject property subsequent to the registration of this notice.

LRO# 65 Llen

Registered as YR2590850 on 2016 12 05 at 15:01

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

yyyy mm dd Page 1 of 2

Properties

PIN

29530 - 0018 LT

Description

UNIT 18, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 993 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM

PROPERTY

IS; PT BLK 1 PL 85M3631, PTS 2, 3 & 4, 65R28022; TOWNSHIP OF KING, S/T & T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION YR325496, S/T EASE IN

YR342172.

Address

24 COUNTRY CLUB DRIVE

KING CITY

Claimant(s)

Name

HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL

Address for Service

CANADA REVENUE AGENCY 5800 HURONTARIO STREET MISSISSAUGA, ONTARIO

L5R 484

This document is not suthorized under Power of Alterney by this party. This document is being authorized by a representative of the Crown.

Statements

Schedule: See Schedules

Signed By

Anthony Starcevic

5800 Hurontario Street **AguezelzeiM**

acting for Applicant(s)

Signed 2016 12 05

L5A 4E9

Tel

905-566-6157 905-615-2349 Fax

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

Submitted By

CANADA REVENUE AGENCY

5800 Hurontario Street

2016 12 05

Mississauga LSA 4E9

Tal

905-566-6157

905-615-2349 Fax

Fees/Taxes/Payment

Stalulory Registration Fee

Total Paid

\$53,35 \$63,35

File Number .

Claimant Cilent File Number:

ITA-11470-16

NOTICE OF LIEN PURSUANT TO SUBSECTION 223(5) AND (6) OF THE INCOME TAX ACT

CONSIDERATION: \$145,898.91

WHEREAS pursuant to subsection 223(2) and (3) of the Income Tax Act, any amount payable or any part of the amount payable by a tax debtor (the 'amount') and that amount remains unpaid the amount may be certified by the Minister of National Revenue and registered in the Federal Court of Canada (the 'Court') at which point the certificate is deemed to be a judgment against the tax debtor;

WHEREAS pursuant to subsection 223(5) and (6) of the Income Tax Act, a document which the Court has issued, and which evidences a certificate of that Court upon registration on title or otherwise recorded creates a charge, lien or priority on, or a binding interest in property that the tax debtor holds;

AND WHEREAS JOHN EVAN DAVIES (SOMETIME KNOWN AS JOHN DAVIS)

is indebted to the Minister of National Revenue for income taxes and other amounts totalling \$145,898.91 at the date of issuance of the Certificate in Court File Number ITA-11470-16 by the Court, together with interest at such rate or rates as determined from time to time by Section 161 of the Income Tax Act;

AND WHEREAS JOHN EVAN DAVIES (SOMETIME KNOWN AS JOHN DAVIS) has an interest in the lands described in this notice.

NOW THEREFORE TAKE NOTICE that HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE tlaims a lien and charge against the interest of JOHN EVAN DAVIES (SCRETIME KNOWN AS JOHN DAVIS) in the lands described in this notice.

Such lien charges have priority over all encumbrances or claims registered or attaching to the subject property subsequent to the registration of this notice.

TAB E

THIS IS EXHIBIT "E" REFERRED TO IN THE AFFIDAVIT OF

JOHN DAVIES

SWORN BEFORE ME
THIS 8TH DAY OF FEBRUARY 2018

Commissioner for Taking Affidavits, etc.

Michael Beeforth

OREA Land Balliana Mutual Release

[9m;]22 , ...



SUPPRISE Makkameh Razuni SUPPRISE Makkameh Razuni AND SELER John Even Device And Judeh La	nore Davies				
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Manual Control of the		ARA.			
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Agreement of Purchase and Sale



Condominium Reselo Form 101 This Agreement of Aurobian and Sale dated blu 25 day of Patricary BUYER, Mahkameh Raziani Ful legal sames of all bayors seura, John Evan Davies And Judith Lenore Davies Land of 24 COUNTRY CLUB DR. in the City of al his fine Unit on many the specified in this Deployation and Description. We Unit, the propositi DESCRIPT BANK HARAGE UPON EXCEPTANCE . The profess to this Agreement hereby or concentration that makes where its provided for in this Agreement, the Deposit Fischer shall place 20 17 ofter which time, if not excepted, this offer shall be not and eald and he depart shall be returned to the buyer in his without interest. 2. COMPLETION DATE: This Agreement shall be completed by no later than 5:00 p.m. on the A..... day of MY 20 17 Upon completion, vocans possession of the property shall be given in the Buyer unless otherwise provided for in this Agr INITIALS OF SELLER(S): (BUTTALE OF BUYER(S): (

101 Epitad 2017 Fugus set s WEST COME DANS 14

3.	MORECULE The Salar breely appoints the Listing Sectionage to argue for the Salar for the purpose of giving and receiving notices purpose to this Agreement. Where is Sectionage Surjen's Encionage has estered into a representation agreement with the Suyer. Set Suyer breely appoint the Suyer's Enclosing as agreed an expension of giving and receiving purpose to the Agreement. Where is Sentences represents both the Salar and the Engine freelithin expressionate, that Sentences is said not be appreciated or accelerated to be agreed for all the Salar and the purposes of giving and receiving motions. A control of the Salar for the purposes of giving and receiving motions. A control of the salar factors of provided for the salar and in any Schadule forest, the collection for provided for the salar and in any Schadule forest, the collection of acceptance to the salar of a control of the purpose of acceptance to the power of a control of the Agreement or any Schadule forest large of them. Decided if the decimal gives and acceptance of agreement of the Administration of the Action and acceptance of the purpose of the salar and delivered to the Administration of the Action indicates a provided sense, when the acceptance of the Salar and acceptance of the purpose of the salar and acceptance of the purpose of the salar and acceptance of the
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- 11. TOLD hope agrees to accept life to the frequent subject to all rights and consents registered against the for the supply and extendings of telephones review, describing part, severe, where the facilities and other problem, prouded that this to the frequent is otherwise good and how been all exceptionaries except for an existin supercely provided. By the population of extending conditions and the facilities and by the provision of the Conditionaries and in Englishers and the series, conditions and by Conditionary Described and System, Conditions and the Conditionary Described and System, Conditions and the Conditionary Described and the Condition of the Conditionary Described and the Condition of the Conditionary Described and the
- 12. Charles All All All Securities Where each of he Calar and Buyer mains a lawyer to complete the Agraciment of furcious and Sale of the Property and where the Property had be because held by discretic registrates parameter to for it of the Local Engineeries Act, E.S.O. 1990. Chapter is and the Bactonic Registration Act, E.O. 1991. Chapter 44, but any consortions to had to find a condition of the Bactonic Registration Act, E.O. 1991. Chapter 44, but any consortions to had to find a condition of the manager of desires family in the Sale and Bayer will all each extend to the same and the sale and Bayer will all each extend to the same and a same condition with the completes of the translation and the same call at the same of the translation between the sale to proposed to had state to that and any effects seems except in conditions with the same of a decomment agreement above in the sale of the property and the sale description of the same of a decomment agreement which is managered from these to time by the deciration apparent which is managered as the applicable load later Social Social Chapter is the same of the longer, and exchapter of the targetic of the angular later of the same of the same properties agreement which is managered as the applicable load later Social Social Chapter is the same of the towards and contains a same properties and the Social So
- 13. SERING COUNTERS AND MANAGEMENT OF COMBONING life lefer expressed and warrant to Juyer first here are no special oursewers transmitted by the Conforming and the left in legal actions produce by an explanation of the Conforming Corporate. He sales consent to a request by the Boyer of the Payer's authorized regressed where a latter Conforming Corporates there acts and acts of the Conforming Corporates there acts and acts of the Resident and the Conforming Corporates there acts acts of the Resident acts of the Resident acts and the Conforming Corporates and the Conforming Corporates acts and the Conformi
- 14. SUCCESSIVES AND DECCALEGE Sover and set of for he projection of any tile dead, according on other evidence of the to the Property course of the protection of section of Soles. Soles agrees to deliver to Boyer, I is to possible evident recording only controlled to Congress to planets of the controlled Congress of the Conference of
- 15. Extratorial Sales represents and warrants to they what or the large of the occupants of the Office the sole of received a sole conversing a special or present and the Controllation Corporation respectively, for the termination of the government of the controllation property, for any admittable in an admittable of the control of termination for the control of termination of the control o

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- 16. DESPECTION: beyor ecknowledges besing bad he apportunity to impact the Property and understands that upon acceptance of this other hand be a binding agreement of participa and agin between Payer and Sales. The Buryor actions which gave bearing the apportunity to include a requirement for a people of participantly impactable report in this Agreement and agreed that except as impy to appealishing provided for in this Agreement, the Buryor will not be obtaining a property impaction or property impaction require magnifully the Property.
- 17. APPROVED OF THE ACCUMENTS in the quest that received to this relic is required to be given by the Condominion Corporation or he docard of Directors, this Salar will supply further/defor the sequents and if each consent is released, then this Agreement shall be said and vaid and the depict security good particular and the salar security or other penalty to the Sayer.
- 13. INSCRIMING: The Unit and all other things being purchased shall be and contain at the risk of the Saller and completion. In the event of substantial changes to the Property Buyer may at Region's spitial partial the proceeds of insurances to be used for experience with the projections of the Insurances Insul Agramment, or terminate this Agramment and all deposit mention poid by Buyer betweendor that for a thought with related the substant determinate deduction. If follow the belief back a Change/Montgage, or Buyer is constring a Change/Montgage, buyer deal pupply Saller with received the addition of adequate incurrence to protect Saller's or other management on completion.
- 10. DOCUMENT PERSONNELS for Foundar/Dund shall, some for the land bounder for Alidovit, by prepared in registrable form or the expense of Salar, cold day Charges/Managers to be given back by the Boyer to Salar at the expense of the Boyer.
- 20. EXISTRACTS [c] Subject to \$4] below, the Sales represents and wastons that he Sales is not and an completion will not be a conventions that non-middlessy provisions of the branch has been represented by the completion of the transaction and the Sales had deliver to the Boyer a statistical for that Sales is a namediated under the materialism of the Boyer a statistical of the Sales is a namediated under the materialism of the branch of the boyer a statistical of the Sales is a namediated under the materialism of the branch of the branch for Act, the Boyer shall be a reclaimed towards the Furthers with the amount. If any, namediately by Toylor to pay to the Material Publication to said the Sales of the branch of the sales and the prescribed artifacts.
- 21. ADALSTANTS: Common Expenses, resily tools, including local improvement rates, managing interest, mandes, immersed public or private utilities and shall shall that that that and not the Condomination Corporation; and to be expensioned and allowed to the day of completion, the day of completion that to the oppositional to the Edges. There shall be no differentiable for the Seller's share of any assets or liabilities of the Condominant Corporation similarity plants on the Seller's share of any assets or liabilities of the Condominant Corporation similarity plants on contributed polar to the sixte of completion.
- 22. PROPERTY ASSESSMENT has larger and Safar handry acknowledge less the Province of Ontario has implemented current value assessment and properties may be re-desired on an annual fracti. The Boyer and Safar agree that no claim will be made against the Boyer or Safar, or any Englanger, Broker or Safar, and accept any property towns that occupied prior to the completion of this controller.
- 23. That Child's line and is all requests to a fifty exerce best of provided that the time for doing or completing of any motor provided to be been may be established by the appendix to the regard.
- 24. TRANSPER day implor of documents or manay horsender may be used upon Salar or Bayer or their respective lawyers on the day set for completion.

 Honey shall be leadered with heide dispute on a lowyer's treet account to the love of a brack draft, certified chapter or wire transfer using the target Value Transfer System.
- 25. Tability Little Saller measures has appeared consent in our necessary to this transaction under the provisions of the Founds how Act, L.S.O. 1990 robots the appeare of the Saller has assessed the consent baselinesher provided.
- 25. UNTE Salar represents and women to flavor fact during the time Salar has only only Salar has not could any building on the Property to be included with building on the Property contains or has every contained in additional first contains are discontained in a building on the Property contains or has every contained in addition that contains presignated higher. This womenty shall survive and not marge on the completion of this surroution, and if the building is given of a multiple and building, this womenty shall only apply to that part of the building which is the subject of this transaction.
- 27. LEGAL, ACCOUNTING AND ENVIRONMENTAL ACTIVATE The porties acknowledge that any information provided by the brokerage is not begul, the or previous activation of the providence of the provid
- 22 CONSTRUCT REPORTS. The Buyer is knowled that a construct report containing could and/or personal information may be related to be consistent with this reportation.
- 29. Appendix of WMINNER I have in conflict or discrepancy between any provision added to his Agreement factoring may Schedule attended headed and any provision in the standard present provision to the standard conflict or discrepancy. This Agreement including any Schedule standard heads, shall consist the state Agreement between Bayer and Solar. There is no impressed the standard agreement or condition, which offers the Agreement other than on expressed herein. For the purposes of the Agreement Solar means weather and Solar means purchases. This Agreement shall be received in the discrepance of grades or remainer regulated by the consent.

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Schedule A

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Acreement of Purchase and Sale -Condominium Resole

Tais Sc ás	s in alliached to each invest part of the Agreement of Functions and Sale between:	
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min,	An Evan Davics And Judith Lenore Davies	w
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by wagrounds pay the balance or follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transactions, with funds drawn on a lawyer's trust account in the form of a bank draft, certified chaque or wire transfer using the Large Value Transfer System.

This Offer is conditional or on the Sever arranging, at the Buyer's own expense, a new first Charge Mortgings satisfactory to the Buyer in the Buyer's solaring absolute discretion. Unless the Buyer given rotice in writing delivered to the Seller (coscilate in its decreasions with the Chinese Selection Continues of wither in this Agreement of Proclaims and Said or any Schedule thereto not then 1759 p.m. on fifth banking days from acceptants of this offer, that this conduling antibiled, this offer shall be null and votel-and the deposit shall be reinmed to the Buyer in this wishood activation. This condition is his haded for the benefit of the Buyer and may be waived at the Blayer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

This offer is conditional upon the Buyer and the Buyer's lawyer reviewing the Status Confiferate and Attachments and finding the Status Certificate and Attachments satisfactory in the Buyer's and Buyer's lawyer's sole and absolute discretion. The Seller agrees to request at the Seller's expense, the Status Certificate and Attachments within Two days of acceptance of this Offer, Unless the buyer gives porice in writing to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 5 p.m. within Three business days, that this condition is fulfilled, this Office shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be verified at the Buyer's sole option by notice in writing to the Seiler as aforesaid within the time period stated herein,

The Seller agree to allow the Buyer two more times to re enter the property for necessary measurements before closing,

The Seller represents and warrants that the chattels and flatures as included in this Agreement of Purchase and Sale will be in good working order and from the from all liens and ensumbrances on completion. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction.

This form must be initialed by all parties to the Agreement of Parchage and Sale.

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The Buyer acknowledges and agrees that the deposit holder (REMAX Hallmark Realty Ltd., Brokerage) discloses that the depositor's finds are being held in a variable intense rate account "in Treat", as specified by the Real Broker Brokers Act 3602 Section 27, at the careaut rate of Frints less 2.0%. For all purposes of this notice, the sense "backing days" or "bedients days" shall mean any day, other than Setudiay. Sunday or sunday better in the Province of Omerica Should the sensent of interest calculated be more than \$50.00 the deposit bolder that pay to the deposite the interest account on the interest calculated be more than \$50.00 the deposit bolder that pay to the deposite the interest account on the interest calculated be more than \$50.00 the deposit bolder will test in The Duyer agrees that this Schoolale forms part of the terms of the Trust. No interest shall be paid to the Buyer enhances the deposit bolder and to the Buyer action the Buyer provides the deposit bolder. Any interest changes manned by the deposit bolder said to to regulated within any (6) meaning following completion of the heavy transaction that he followed to the deposit bolder.

The Seller represent and warrants that during the time the Seller has owned the property, the use of the property and the buildings and structures therein has not been for the growth or annulacture of any illegal substances, and that to the best of the Seller's knowledge and belief, the use of the property and the buildings and structures thereon has never been for the growth or manufacture of florgal substances. This warranty shall survive and not marge on the complaints of this transaction.

This Agreement of Purchase and Sale may be executed in any number of counterparts, each of which will be denined to be an original, soil all of which taken together will be desired to constitute one and the same instrument. This Agreement of Purchase and Sale may be executed and delivered by electronic means, including by small transmission in pull formal, and each of the purchase hearts may rely so such electronic execution as though a worse an original band-written departmen. Any party so executing and immensions this Agreement of Furchase and Sale by or small shall, immediately following a request by any other party, provide an originally executed counterpart of this Agreement of Purchase and Sale.

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OREA Editor

Confirmation of Co-operation and Representation



Form 320 uwee- Mahkameh Rozioni MARKE John Even Davies And Judith Lenore Davies For the beautiful of the property beautiful 24 COUNTRY CLUB DR King DEPOSITIONS AND INTERPOSITATIONS for the purposes of this Conference of Co-operation and Expressmission;
"Called" Solutions a reactor, a bandler, or a prospective, while, wholes or lander and "Seyes" includes a purchase, a beaut, or a prospective, buyes, purchases or fermed, "seles" includes a lease, and "Agreement of Purchase and Tales" includes an Agreement to Sease, Coemission shall be decread to included other seminaterials. The following information is confirmed by the embedged information of the information of the information of the formation in the companion agree to co-operate, in confident of said on the terms and confident as said not below. ONCLARATION OF DISCRESSION for embrigged adoption/bodies represented by the Declarated blanky declare for he/six is bound as required by the find taken and Dubon Britain for \$150 \$5500 and topicalism. 1. LS1940 MARCHAU ed 🏻 The finding Stratumps represents the interest of the Salin in this removation. Bits further understood and appeal that 1) Let The Linday Brokerope is not representing as providing Customer Service to the Boyer.

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BULLINGS ESPECIALIZATE the bidge Brokerage has extend into a buyer to present into Agreement with the buyer and represent the interpretation of the belief and the Buyer, with their consent, for the transaction. The bidge Brokerage was the imported and equally present the interests of the Sular and the Buyer in the transaction. The Dating Brokerage has a like of full dischars to their and the Buyer, including a segmentation of but the preparty known to the Dating Brokerage. However, the busing Brokerage has not disclose. They be Salar may or self accept has then he had evice, unless observed in writing by the Salar;
 They be Euper may or self programs does the allowed price, unless observed in writing by the Boyer;
 The supplication of an parastic inhomeotical object his belief of Boyer; when observed in writing by the purp to which his inhomeotic explaint, or calculate follows would consider to the following of any other after.
 And the lighting forthering shall not disclose to the Salar the sense of any other after. However, I is wedeninged that includ author advancation wheat comparable properties and information known to the Using Sentences accounting polested uses for the property will be disclosed to both Seller and Super to contain them to come to their own conclusions. Additional community and/or disclosures by Diship Britainger (e.g. The United Britaings) increasing more than one boyer offening as falls property. 2. PROPERTY SQUE BY BUYER BECKER AND PROPERTY NOT USED The britance - Have been and represented by the address of the property is not been desired with any rection for the britaneous will be point by the Safter in occurrience with a Safter Consumer Service Approximate by the Buyer directly Administration companies and for disclosures by Super Brokurogue Ja.g. The Super Brokurogue represents more from one duyer offering on this property.) EMPLE OF EXPERSIVE LENGTH STATE OF EXPERIMENTAL PROPERTY OF THE PROPERTY OF TH mk NO MORINOI CO-CHIZADEAN ALVES DECKERASE

Forms 320 Sentent 2017 Page 1 of 2

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Ed. (416) 490-1177 Fee: (416) 490-1928 (416) 492-1928	(905) 883-152)
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REA Ontario Real Estate Waiver

Toronto Real Estate Board

Form 123 for use in the Province of Ontario

BUYER: Mahkameh Raziani	
SELLER: John Evan Davies And Judith L	enore Davies
REAL PROPERTY: 24 COUNTRY CLUB	DR
King	L7B 1M5
In accordance with the terms and conditions of the A	greement of Purchase and Sale dated the 25 day of February
20.17, regarding the above property, I/Wa	hereby waive the condition(s) which read(s) as follows:
and finding the Status Certificate and Al discretion. The Seller agrees to request a Two days of acceptance of this Offer. U accordance with any other provisions fo Schedule thereto not later than 5 p.m. w null and void and the deposit shall be re	and the Buyer's lawyer reviewing the Status Certificate and Attachments trachments satisfactory in the Buyer's and Buyer's lawyer's sole and absolute at the Seller's expense, the Status Certificate and Attachments within (aless the buyer gives notice in writing to the Seller personally or in a the delivery of notice in this Agreement of Purchase and Sale or any ithin Three business days, that this condition is fulfilled, this Offer shall be turned to the Buyer in full without deduction. This condition is included for wed at the Buyer's sole option by notice in writing to the Seller as aforesaid
All other terms and conditions in the aforementioned	d Agreement of Purchase and Sale ta remain unchanged.
For the purposes of this Waiver, "Buyer" includes p Purchase and Sale" includes an Agreement to Lease	purchaser, tenant, and lessee, and "Seller" includes vendor, landlord, and lessor, and "Agreement of e.
WAIVED at Richmondhill	., Ontorio, at 4:25 p.m. this 6 day of March 20.17
SIGNED, SEALED AND DELIVERED in the presence	of: IN WITNESS whereof I have hareunto set my hand and seal:
(Wilness)	(Buyar/Saller) DATE, MAR. 126, 201
	[Buyer/Seller] DATE

Print Name: MICHMEL MEALIN

TAB F

THIS IS EXHIBIT "F" REFERRED TO IN THE AFFIDAVIT OF

JOHN DAVIES

SWORN BEFORE ME
THIS 8TH DAY OF FEBRUARY 2018

Commissioner for Taking Affidavits, etc.

Michael Beeforth

CREA CONTROL MUTUAL Release

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3.	MCTREES. The Sales hereby appoints the listing leakerage or open for the Selector the purpose of girlog and remaining notions pursoon to this Agreement. Where a Brokerage (buyer's Endorage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Probleman as greated for the proposed of girlog and receiving soldies pursoon to this Agreement. Where as Brokerage represents both the Selbur and the Buyer of the Buyer installed by the agreement which are supported to be agreed for both the agreement where the Buyer or the Buyer or the Buyer or the Buyer and the purposes of girlog and receiving notions, the other orbitally proposed or provided for both shall be to both the district of a continued both and is not a supported by the both of the control of the girlog and received to be girlog and received to the first of the control of the girlog and the supported by the support of the first buyer of the control of the provided provided to the Address of provided by the Address of provided by the Address of the provided height, which transitive descriptions, the provided height, which transitive descriptions.
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	The Buyer ogress to cooperate and execute such documentation as may be required to facilities such assumption.
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9.	FRITTIES USE Saller and Soviet agree Statistics is no representation or warractly of any kind that the future Intended use of the property by Suyer is a right his landst society as may be specifically provided for in his Agreement.
ix	1. TITLEY Provided that he pile to the property is good and hee from all rightered restrictions, whereast, and securitoreace's extent as otherwise specifically provided in this Agreement and sovir and except for full my neglitered instrictions or constants had not with the load providing that such are compiled with full any populated and neglitered and instrictions or constants had not with the load providing that such are compiled with, full any populated and any populated and experience and compileton, an evidenced by a later from the information theorispidity or required tiling [a] may minor estemant for the supply of dements withy or leptoness services to the property of adjacent properties and [d] any experiences for destroys, serves as explained within the property of adjacent properties and [d] any experiences for destroys, serves as explained and the property of adjacent properties and [d] any experiences for destroys, serves which he property the whole the property of the property o
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	2. DOCUMENTS AND DISCHARISE Buyer shall not call for the production of any title died, chateact, survey or other evidence of like to the property success such as any in the posteration or control of Select if requested by Buyer, Select will define any check or curvey of the property within Select's control in Buyer to scan an possible and pitter to the Regulation Date. If a discharge of any Charge/Martgage held by a comparation incomparation for a transfer of the property of the property within Select's control in Buyer to scan an possible and protected process to the Regulation of the Total And Lean Comparison. Act (Canada). Chartered Books Teat Compare, Credit Union, Casies Populate or Insurence Comparison for add which is not in the second by Biyer on compation, in the creditable for an accomplation, buyer or consequences a comparison of the regulated form and to regulate surge, or consequences to be regulated, on the willing a remarkable period of time other completion, purelland that on or before completion Select that provide to Buyer a mortgage otherwise proposed by the mortgages useling out the balances required to obtain the discharge, and, where a reaching electronic closured hands incuber system is not being used, a direction assembled by Selections programmed to the mortgages of the amount required to obtain the discharge and of the balances due to emphasion. Intrinsic Of Bilyeria.
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- 13. INSPECTABLE Buyer ocknowledges having find the apparturity to Inspect the property and understands that upon occupance of this offer there shall be a binding agreement of purchase and tale between duyer and belief, the Buyer arknowledges froming the apportunity to indicion a requirement for a property inspection report to this Agreement and agrees that except as may be specifically provided for in this Agraement, the Buyer will not be abtulately a property laupaction or property inspection regarding the property.
- 14. HYSHRANGE AT buildings on the property and od other hings being psychosod shall be and randols will apopholics at the tilk of Sellen Funding completen. Sake that had had all interance public, if any, and the proceeds because in your his two pursus at their historian vicy appear and in the event of substantial despage. Eurost many either template his Agreement and have all manuel paid seturned without interprise addition or should take the proceeds of any instruction and complete the purchase. He sequence shall be transferred on completion, it determs taking back a Chargest Mangage, or helyer by assuming a Charge/Montgoge, Buyer shall topoly Sider with reasonable evidence of adequies instabate to prober Suber's or ndar morgogos's interest on completion.
- 12. PLANSHIPS ACT This Agreement will be effective to create as laborers in the property only if Seine compiles with the actual winds control provisions. of the Phaning sky by projection and Tokia constants to proceed diligarily it Talle's exposus to obtain any necessary content by completion.
- 14. DOCUMENT PREPARATIONS: The Impaint that him him has been lead fromist the Allidard; he proposed in regionable both at the expense of Salar, and any Charge/Harisage is be given back by the Buyer to Seller at the experient the Buyin. If required by Buyer, Seller consecute that the Transfer/Doed to be defined on completion stall contain the sequencies consempled ut by Section \$6(22) of the Prinning Act, \$5.0.1990.
- TV, Mississature to Subject to the believe the Balan represents and warrown that the Balan is not and an completion with not be a nonresident under the some relicionary provision of this become Tity Act which representation and moreously that somition and not merge upon the completion of this watercarrier and the Seder that deline or the Buyer is statutery declaration that Seder is not then a morroridari of Canada; fol provided that I the Saller is a nameralized under the non-religious provides of the income time that the degree shall be marked towards the Principate Price with the appears if arty, metasory for Buyer to pay to the Minimir of Mathood Research to bothly Stylen's Beloftly in respect of tex perpublic by Salar under the nonresistancy provisions of the income lost had by reason of this sale. Buyes shall not alarm with credit it Salar delivers an completion the prescribed carifficate.
- 13. ADRISTMENTS: Common Separates recify texts, including local improvement many contengs invaring trickly uniquiesed pickly of private official and but where billed to the Parcial of the land and not the Condominium Corporation; are to be appointment and allowed to the day of completion. the day of completion sould to be apportuned to the Beyok. These shall be no originizers for the Sader's share of any attack or Rubillios of the Condonishing Corporation levilating any session or consinguity hard in which Select may have consiliused prior to the date of completion.
- 17. PROPERTY ASSESSMENT The Boyan and Salles fembly accompletes that the Produces of Country has implemented current value assessment and properties may be reasoned on an annual bailt. The Boyer and Select agree bor no claim will be made against the Buyer or Select, or any Brokunge. Broker or Safarperson, for any changes in property for as a result of a personance of the property, towe and except any property towe that occurred prior to the completion of this transocition.
- IG. TIME LIMITS: Fine that is all respect to all the exercis hereal provided that he sink for about an completing of any makes provided for herein may. he entended as obsidged by an agreement in willing signed by Seiter and Eujer or by hale respective lowers who may be specifically authorized in that remaid.
- 121. TERRITERS Many lander of documents or money harmeder may be made upon Tables or Suyer or had subjective longers on the day set for completion. Manny shall be rendered with lands about on a lawyer's true account in the large of a bank dust, contined change or wise breater along the large Yaba Iransia System.
- 21. PALICE LANGE ACT, Select programs and special consent in not necessary in this inconsenten under the provisions of the Family law Act, 2.5.0.1990 unless the spouse of the Selber has executed the consent hereincolor provided.
- 23. UPTH SEE represent and warrant to Buyer that during the time Selection award the property. Selection has not crassed any building on the property to be insulated with insulation containing precisionable hade, and that to the best of Seiber's knowledge on building on the property contains or has ever contained inaderiou that contains weather colimity de This warmenty that survive and not marge on the completion of this transaction, and if the building is part of a scalepte used bookering, this womanty should only capity 5-whore port of the building which it the subject of this Doneschop.

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- 24. LECAL, ACCOUNTRIG AND ENVIRONMENTAL ADVICE: The parties extraplicing that any information provided by the brokening is not lead. For an environmental advice.
- 25. CONSUMER EMPATS: The Ruyer is hereby notified that a consumer report cantaining cradit and/or personal information utby be referred to in computer with this increaction.
- 26. AGREFRATE IN WESTATOR of hose is confid or discrepancy between any provision oxided in this Agreement Including any Schedule expected level of and any provision for the shock of the standard pre-set provision to the school of such condition from the school of such condition from the standard pre-set provision for the school of such condition for standard pre-set layer and Salier. This is no copyrametrian, womanly additional conference of condition, which offices this Agreement and the shoot or supersection, womanly additional conference of condition, which offices this Agreement, define medical variation of greater or condition, which offices this Agreement, but the or supersection of the standard variation of greater or number required by
- 27. THE AND DATE Any relating to a time and does in this Agreement shall down the time and dots where the property is located.
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- b) STATUS CERTIFICATE AND MARKAGEMENT OF RONDONINGSTANCE. The Safer supresents and worrants to the Bujor had there are no special arrantements contemplated by the Condomination Corporation, and there are no algorithmic peeding by an object of contemplated by the Condomination Corporation. The Safer conserve to an expent by the Buyer or the Buyer's established representative for a State Cartificate from the Condomination Corporation. Buyer and the superior of the Buyer's contemplated by the Safer contemplated of the condomination of the Condomination Corporation may have intend into a Management Agreement for the management of the condomination of the Safer opening of States and Safer to Buyer, If II is present without theories on court in its obeing, copies of all turned condomination of the Condomination Corporation, Including the Octobration, Description, Bytown, Common Element Rules and Regulations and the most recent detainment of the Condomination Corporation.
- c). INSETINGES: The Soller represents and various to the Buyor that at the time of the completion of this Offer the Soller has not received a contact convenient a special or gasteria theology of the Condensation Comparation respecting:
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- d). THERT The Engine agrees to accept the in the Property whitest to the provisions of the Condamitium Act and its Legislations and the terms, conditions and provisions of the Declaration, Searchfolm and Bylavia, Occupancy Standards Sylavia, including the Common Element Rules and other Rules and Regulations.

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Schedüle A

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Form 111

Agreement of Purchase and Sale - POTL Common Elements Condominium

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Services | John State Davier And Hodith Lessons Davies

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LEGAL DESCRIPTION:

UNIT 18, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 599 AND 1TS
APPERTENANT INTEREST. THE DESCRIPTION OF THE COMPOSITION PROPERTY IS; PT BLK 1 FL
6543631_PTS 2, 3 & 4, 65836022; TOWNSHIP OF KING, ST & T/W AS SET OUT IN SCHEDULE 'A' OF
DECLAR

SELLER'S LAWYER

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Swise on completion of this transpertion, with firsts drawn on a lawyer's trust account in the form of a bank draft, certified chaque or wire knowled using the Large Value Transfer System.

This Offier is conditional within TEN (10) Business Days after acceptance of the Buyer of his Agent being able to arrange at the Buyer's expense sulf-factory Financing. Failing which this Offer shall become null and void and the Buyer's deposit shall be returned in full withous deduction. This condition is included for the benefit of the Buyer and may be waited at his/her sole option.

This Offer is conditional upon the inspection of the tablect stopenty by a home inspector at the Buyer's own expense, and the obtaining of a report satisfactory to the Buyer in the Buyer's role and absolute distriction. Under the Buyer gives notice in writing delivered in the Seller personally or in accordance with any other provides a for the delivery of notice in this Agreement of Porthiase and Sale or any Schedule thereto not inter than TEN (16) Business Days, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to on-operate in providing soccess in the property for the purpose of this inspection. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole uption by satisful to return to Seller are altereated within the time period stated horsin.

The Selict agrees to allow the Buyer access to the property prior to the closing date on THREE (3) separate occasions to widt the property and to make any measurements or extensive by trades people which the Buyer may require pron resociable notice and at times to be mutually agreed upon between the parties.

The Seller agrees to discharge any mortgage llens or other enounterances registered against the property on or before closing at his own expense either from proceed of the sale or the sale or by solicitors budgetsking.

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Form III

Agreement of Purchase and Sale - POTL Common Elements Condominium

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Setter, John Even Davies And Judith Lenore Davies	lasti tanda elan kanjasa sudar sa Yukiroa - ağı isasa aktı sazarud taklasınya sazındi. Aktaarının da , sakdasıd
for the purchase and sale of ZA COUNTRY CLUB DR	
LTB 1945	the second control of

The Seller represents and werrants that the chaltels, appliances, permanent fixtures and equipment as included in this Agreement of Purchase and Sale will be in good working order and thee from all liens and encombrances on completion. The Paries agree that this representation and warranty shall survive and not merge on completion of this transaction, burapply only to the state of the property at completion of this transaction.

The Saller warrants that all the mechanical components, electrical, heating, ventilation, air conditioning systems, sir compressors, conveyor systems, boilers, phunbing and all other equipment on the real property shall be in good working order on completion and deemed to be free from all lieus and encumbrances on completion. The Parties agree that this warrany shall survive and not merge on completion of this transaction, but apply only to those circumstances existing at the completion of this transaction. The Seller represents and warrants that during the time the Seller has owned the property, the use of the property and the buildings and structures thereon has not been for the growth or manufacture of any fillogal substances, and that to the best of the Seller's knowledge and belief, the use of the property and the buildings and structures thereon has never been for the growth or manufacture of illegal substances. This warranty shall survive and not merge on the completion of this bensection.

The Saller agrees to provide, at the expense of the Sciller, a suffery of the hydrosty. Services, steering the current location of all buildings, princturely additions, feeling are represented the order and customing his affecting the property. The School are plans, the chartest devines, and any other plans, and all margarithes and correct plans.

The Sellet agrees to leave the premises, including the floors, in a clean and broom swept condition.

The Seller agrees to provide all keys and codes, Owner's Manuals, Warranty bookless to Buyer on Completion Date.

The Seller marrants that there are no work order or deficiency notices outstanding against the property, and if so will he compiled with arthe seller's expense, on or before closing.

The Seller warrants that to the best of their knewledge, belief and understanding that this property has not been slignedized by any act or occurrence, for example, death/musder/suicide/home investor/bawdy house, etc. which would be considered transmatic or bentile to the buyer. This warranty shall survive and not merge on the completion of this transaction.

This form must be initialed by all parties to the Agreement of Purchase

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Form III

Agreement of Purchase and Sale - POTL Common Elements Condominium

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This offer is conditional upon the Buyer's lawyer reviewing the Sianus Certificate and Attachments and finding the Status Certificate and Attachments satisfactory in the Buyer's Lawyer's sole and absolute discretion. The Soller agrees to request at the Buyer's expense, the Status Cartificate and attachments within 10 days after acceptance of this Offer, Unless the buyer gives notice in writing to the Seller personally of in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 5 p.m. on the fifth day (Excheding Salurdaya, Sondaya and Sanotory Holidaya) following receipt by the buyer of the Status Certificate and attachments, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be renimed to the Buyer in full without deduction. This condition is fireluded for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated

This Offer is conditional upon Seller obtaining court approval to discharge the court order registered on this to the property as Instrument YR2682298. Unless the Seller gives notice in writing delivered to the Buyer within 10 business days of acceptance of this offer, that this condition is fulfilled, this Offer shall be call and void and the deposit shall be returned to the Buyer in full without deduction. Teaseastilles is a standard for the function of the standard for Seiler and way be national wide solvestion by solice in wishing to the Dayer within the time period stand having

The Buyers hereby warrant that they are not related to said have never had any friendships, social or business dealings or aesociations with either of John Even Davies and Judith Lenore Davies, the Sallers of 24 Country Club Drive. The Buyers further warrant that if they successfully purchase 24 Country Club Drive from the Sallers, there will be no boughts naneferred or received by fither party in any marrier whatsoever other than what is set out and agreed to in this Agreement of Purchase and Sale.

This form must be initiated by all parties to the Agreement of Purchase and Sc

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Form 105

Schedule B Agreement of Purchase and Sale



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In accurdance with Subsection 27 of the Real Estate and Business Brokers Act, 2002 (the "Act"), REMACK.
Hillmark Realty Ltd., Brokersage (the "Brokersage"), will be the deposit holder of the Buyer's deposit which is given
to the Brokersage to be held in trust with respect to this Agreement of Putchase and Sate: The deposit will be held by
REMACK Hallmark Realty Ltd. in jet real estate trust bank account which same a variable interest rate of TD Canada
Trust's Prime rate minus 2.15% per amount (for example, as of January 1, 2817, Prime was 2.70% which resulted in
interest paid at a sate of 0.55%).

The beneficial owner of the trust incomy must provide their Social Insurance Number not later than Thirty (30) days following the completions of the transaction if they would like to receive interest. Corporations do not need to provide a Social financian Number. There is a One Hundred Dollars (3100.00) administrative fee for each transaction with a deposit. Should the actionate of interest calculated be more than \$100.00 the deposit holder will warve the administrative fee and pay the interest if receives on the deposit in the beneficial owner of the trust money. If the calculated interest is less than \$100.00 no interest will be paid and no additional administrative fees will be owing. This agreement and direction must be included in the Agreement of Purchase and Salo by allaching this form as a substantial.

All interest generated by trust deposits that qualify for interest payments in accordance with the prior paragraph will be payable to the beneficial owner of the trust money upon completion of this transaction (referred to showe). If required, a T5 will be issued for the interest amount as room as possible after the closing or following the end of each calendar year, whichever comes first. Any interest cheques issued and not negotiated within six (5) months from the date of issue shall be subject to an additional administration fee up to a maximum of \$100.00 or the value of the interest cheques.

The Soller represents and warrants that during the time the Seller has owned the property, the use of the property and the buildings and symmetres thereon has not been for the growth or manufacture of any illegal substances, and that to the best of the Seller's incoveredge and belief, the use of the property and the buildings and structures thereon has never been for the growth or manufacture of illegal substances. This warranty shall survive and not merge on the completion of this transaction.

In accordance with the Federal Privacy Act, upon the fulfillment or removal of all conditions that form part of the Agreement, all parties to this transaction consent to the publication and distribution of the sale/lease price of the property. The Brokerager and their Sales Representatives are authorized to adventise and disclose the sale price to other REALTORs and to the public, while conducting and promoting their daily Real Estate activities, provided that the Sellen's) or the Buyeris' are not specifically disclosed.

This form must be indicated by all parties to the Agreement of Purchase and St

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The Buyers hereby warrant that they are not related to and have never had any friendships, social or business dealings or associations with either of John Evan Davies and Judith Leaves Davies; the Sellers of 24 Country Club Errivs. The Buyers further warrant that if they successfully purchase 24 Country Club Errive from the Sellers, there will be no benefits transferred or received by either party in any manner whatsoever other than what is set out and agreed to in this Agreement of Furnisse and Sala.

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THIS IS EXHIBIT "G" REFERRED TO IN THE AFFIDAVIT OF

JOHN DAVIES

SWORN BEFORE ME

THIS 8TH DAY OF FEBRUARY 2018

Commissioner for Taking Affidavits, etc.

Michael Be**efori**h

OREA Data to Real Exists Mutual Release

Form 122

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BROKERAGE(S) RUMEX Hallmark Really Li	id., Brokering and Lacyby Real Estate Limited (Cooperator State of
RE: Agreement of Purchase and Sala between the Sellor nec	d Buyer dated the . LAW, day of SEPIGINDST
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as more purificularly described in the eforementioned Agre	
Wa, the Buyers and the Suffers in the above noted transact when and the brokerogo in the proposed transaction, fro Agreement of Furchase and Sale, together with any rights o we direct the deposit holder to distinct a the deposit of:	their hereby acknowledge that the above described transaction is terminated and release each am all libbilities, coverants, abligations, claims and sums of money crising out of the obove and causes of gason that each party may have fuel against the other early or the brokerage, and
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this release shall be binding upon the heirs, executors, ad	ininistrators and assigns of all the parties exactifing rams.
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In accordance with Submedian 37 of the Real listone and lindness thatens Art, 2002 (the "Act"), HUMAN Islamank Resky Ltd., Brokenspo (the "Brokenspo"), will be the deposit batter of the Hayers chemis which is given to the Brokenspo to be hold to make with respect to the Agreement of Purchase and East. The deposit with to held by RUMAN Islamank Resky Ltd. in to real coase, but bands second which want a variable held to British in 1114 bands. Thus by Printe and makes 2.15% per national (for example, in of January 1, 2017, Printe was 2.70% which installed in Induced point at a rate of 0.55%).

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THIS OFFER IS CONDITIONAL UPON THE SELLING OBTAINING COURT APPROVAL TO DISCHARGE THE COURT OPDER REGISTERS ON TITLE TO THE PROPERTY AS INSTRUMENT YR SIGNESSED UNLESS THE SELLER GIVES NOTICE IN WRITING DELIVERED TO THE BUYER WITH HI TO BUSINESS DAYS OF ACCEPTANCE OF THIS OFFER THAT THIS CONDITION IS FULFILLED, THIS OFFER SHALL BE NULL LOOID AND THE DEPOSIT SHALL BE RETURNED TO THE BUYER IN FULL.

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TAB H

THIS IS EXHIBIT "H" REFERRED TO IN THE AFFIDAVIT OF

JOHN DAVIES

SWORN BEFORE ME THIS 8^{TH} DAY OF FEBRUARY 2018

Commissioner for Taking Affidavits, etc.

Michael Beeforth

OREA Ontario Association Mutual Release

Form 122 to van the Proprie of Ordan		Board
BETWEEN: BUYER: Jaime Dagenais and Ilya Cotterill-D	ogenais	agrees to purchase from
AND SELLER. John Evan Davies and Judith Lenore I	lavies	, the following
BROKERAGS(S): Re/Max Hallmark Realty Ltd.,		Realty Ltd., Brokerage
RE: Agreement of Purchase and Sale between the Selfet and	Buyer dated the 28 day of September	-(14, 13 (#13)154#5/43 (*1555) 1889(8864443 (\$1546+367) 1971)
20 17 concerning the property known as 24 Count	y Club Dr., King City, ON	ng nga nga gang nga gang nga gang nga gang nga gang nga na
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as more particularly described in the aforementioned Agre		
Wa, the Buyers and the Sallers in the above nated transcribler and the Brokerage in the proposed transaction, fro Agreement of Purchase and Solo, together with any rights a we direct the deposit holder to disburie the deposit at:	n all liabilities, coverants, abliquitions, claims and	sums of meney arising out of the above
Fifty Thousand		Dollars (\$Can. 50,000.00
payable to the Buyer	- CPBIANDANANDARSET (RADYD) 1872DEAWIÐ, BAZED EDMISTELLAATTERFANT (BELSHIF).	an day resident residence and residence in the second second second second second second second second second
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day af October For the purposes of this Muluol Release, "Buyer" includes p Listing Brakerage, Co-operating Brakerage (if applicable) s includes an Agraement to Lease.		
This release shall be binding upon the hairs, executors, ad	ninistrators and assigns of all the parties executing s	ome.
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CONFIRMATION OF ACCEPTANCE Nomithalanding	anything contained herein to the contary, I confirm	this Mutual Release with all changes both
typed and written was finally occupied by all parties at	- Andrew L	933 L
The Brokerage hereby releases all parties from any claim to except as may be hereinbelore specifically provided		
SIGNED, STATED AND DELIVERED in the presence of	IN WATNESS whereof have hereunic servey ho	and and seat:
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Form 122 Revised 2015 Page 1 of 1 WEBForms® Decr2010

COPEA Assertation Confirmation of Co-operation

Toronto Real Estate Board and Representation Form 320 SUVES. Jaime Dagenais and Hys Conceill-Dagenais SELLE. John Evan Davies And Judith Lenore Davies For the manacibus see the property known on 24 COUNTRY CLUB DR King DEFECTIONS AND INTERPETATIONS for the purposes of this Confirmation of Cooperation and Expressions.

"Solice" includes a reader, a landord, or a prespective, before as longered and "Buyer" includes a perfected, or a prespective, buyer, purposes as leaves, and "Agreement of Fordrang and Solic" includes an Agreement to Leave, Constitution shall be desired to included other mesonaction. The following information is confirmed by the underliqued enlarger the frobest representations of the Benture 2011. In Compariting Broker age is involved in the terms and meditions as set out below. DECLARATION OF INSURANCE: The modernipsed adsorption/healer required by the Brokerogeth hereby declars that ha/she is incured at required by the Real Escale and Surface's Brokeri Art. 2002 (RESEA 2003) and Surgalations. 1. LISTONO BROKERADE a) [The titling declarage represents the loversess of the faller in this transcation. It is bother understood and approach from | The Utiling Brokerings is not representing a providing Custimes Service to the Buyer.
| If the Soyer is working with a Co-operating Brokerings, Section 1 is to be completed by Co-operating Brokerings, 2) [The Linday Brokenega is providing Contenior Societa to the Bayer. 5.1 AULTIVEE REPRESENTATIONS The libring Bulancy's has entired into a Suyer Representation Agreement with the Suyer and represents the Selection of the Relater and the Suyer, with Test content, for this transaction. The United Selections is all the selection and aqually protect the Interests of the Suyer and the Suyer is this transaction. The United Selections in duty of Sid disclosure to both the Select and the Suyer, including a provincious is disclosed and increase about the property brown to the United Selections.

It consists, the United Selections and discloses: • That his Suller may are will account less than the Island prices, whose when when the instructed in writing by the Suller.
• That his Suller may are will account less than the influence prices, whose otherwise instructed in writing by the Surject.
• The inclination of an parional information bound the Suller of Royer, release instructed in writing by the party to which the information of prices in the influence of the information of process.
• The price has Surject though other or the price the Suller absolut process?
• And the Uniting Broker oper should what or the price the Suller absolut process?
• And the Uniting Broker oper should not disclose to the Surject the terms of any other other.
• Florence, I is understood that focused market in the surject to the Surject to the Suller and Suject to use at the internet or the property will be studying a both saler and Suject to use at their own conduction. Additional continues and/or disclosures by living beckings; by it that the findings represent more from the series on this property. 2. PROPERTY SOLD BY DUTTE EXDECRAGE - PROPERTY HOT LISTED Book area ma The Backerope ... by he Selecto programme with a Selec Contoner Service Agreement by he boyer directly Additional commonts and/or disclosures by Buyer Brokerages [a.jr. The Buyor Brokerage registrate rese from these are Buyer affects of this property.) ATTALE OF BUTTERS)/SHLIJARD/BEOMBERGE EXPENDENCE/NYSO) (Wysers copylic CO-COMMATIKE NOTES

Nove \$20 Bound 2017 Page 1 of 2 WERFORM DOCANTS

J. Ca-operating Brokerage completes Section 3 and Listing 8	rokaraga campiatas Sacilati I.
CO-OPERATING BROKERAGE- REPRESENTATION:	
(II) Ina Co-operating drokerings represents the interests of the	ie Buyer in Als Iramackon.
b) [This Co-operating Brakerage is providing Customer Serv	
c) LJ The Co-operating Brokeroge is not representing the Buyer	and has not entered into an agreement to provide customer service[1] to the Buyer.
CO-OPERATING BROKEHAGE- COMMISSION:	
	go the commission at indicated in the MLSO information for the property
2.5% + HST	
[Commission As Indicated in ALS* Information] b] The Co-operating Brokerage will be paid as follows:	
mt. mer som mand bingung & in miner affer in the billion has better about	Ψ. •
	\$ \$
	* * * * * * * * * * * * * * * * * * * *
Additional comments and/or disclosures by Co-operation Biobarona ta'n. Thi	a Cooperating Brokerage represents more than on a Buyor of letting on this property.)
A SAME CALLES CONTRACTOR AND	
*	· · · · · · · · · · · · · · · · · · ·
Commission will be payable as described above, plus applicable invess.	
COMMISSION TRUST AGREEMENT, If the above Cooperating Brokurs	go is receiving payment of commission from the United Brokerage, then the
Committee Brokerome promiting de citor for a trade of the property, occ	r Includes a Conscission Trust Agreement, the consideration for which its the epicule to the Soller. This Commission Trust Agreement shall be subject to and
and sold the the till the mist and recipions reading to commission and	at of the Using Broterope's local real estate board, it he local board's MLS* economised MLS* rules and regulations that apply to this Commission Trust
Anima int Farthy surrous of his Commission Inst Astronomy, the Come	nission Trest Amount shall be the amount noted in Section 3 above. The Listing
Erokaroga hereby declars; that all incoles received in connection with the Co-operating Brokeroga under the terms of the applicable MS* rules and i	e inside sholl consistent a Commission Taxis and sholl be held, to mix, for the peopletions.
Signed by the Broker/Salesperson represen	(TATIVE(S) OF THE BROKERAGE(S) (Whore opplicable)
H.R. HORIZON REALTY LTD.	REMAXHALLMARKREALTY LTD.
(Name of Companies)/Seyer Stokenson)	Pisma of United Brokerspie
239 MAIN ST #L PO BOX 164 SCHOMBERG	9555 YONGE STREET #201 RICHMOND HILL
Tal. (418)706-1419 Fam. (866) 821-0419	7 (905) 883-4922 Fee: (905) 883-1521
	VMilla OMICA 9/29/17
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SARAHLORRAINESMITH	MICHAELN MUALIA
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CONSENT FOR MULTIPLE REPRESENTATION (To be completed and	A it to Brokerage represents more than one client for the parameter)
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representing more than one then for this irospection.	
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Agreement of Purchase and Sale Condominium Resale

Toronio Real Estate Board

Form 101 This Agreement of Archoss and Sala depotable 28 myrag Jaime Dagenais and Ilya Cotterill-Dagenais SELLES John Even Cavies And Judith Lenore Davies PROPERTS a unit in the condi-Located 24 COUNTRY CLUB DR in the Township of being Yrvle Pl 999 or exclusive use of Porking Specials). in the common elements appearanced to the Unit or described in the Deschrotton and Description Including the sudutive right to use such other parts of the common elements appartunant to the Unit as may be specified in the Coclaration and Description: the Unit, the proportionate interest in the common APT TOE by negocials despectation to Rechtex Hallmark Realty Ltd Brokerage aden or other termination of this Agreement and in his credited boward the Purchase Price on comple Agranment. Upon Acceptances' shall mean that the Buyer is required to distinct the disposit to the Deposit Makin within 24 hours of the excepto nd. The parties to this Agreement haraby acknowledge drai, witnes wherethe provided for in this Agreement, the Departi Helder shall was .5:00 p.mi. 1. IRESVOCASIUMY: this offer that he irre-occide by day of September 20 17...... allow which name, if now occapied, this offer shall be not treasest insolive had at seven and beareners and heads through and bear being bear bear 2. COMPLETION DATE the Agreement shall be completed by no later from 0:00 p.m. on the 17..... day of 14.111111. Upon completion, vecomit possession of the properly think he given to the Beyes unless otherwise provided for in this Agreement. BOTTALS OF BUTTERISH (TEXT) HETTALS OF SELENISH Form 101 Instal 2017 Page 1 at 7 WEDForms Dec/2015

	NOTICES: The Salur hereby appears the tiling Buderings us upon for the purpose of giving and receiving notices porceased in the Agracment. Where a Brakerings flavor's Brakerings has entered into a capresentation agreement with the Buyer, the larger hereby appeals the depart Brakerings and agreement both department of the Buyer (multiple representation), the Brakerings what has be appealed to be agent for the Suyer (multiple representation), the Brakerings what has been appointed or authorized to be agent for other the Buyer or the Buyer for the purpose of giving and receiving notices. Any notice tolong border to previded he having and receiving notices. Any notice tolong border to previded he having and received to the given of any purities, contained havin and in my Schadule bested. It stop, my counterclier, tolice of occupance terroi of any entire to be given or received purposed in the Aridias for Schadule bested thay of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Aridias for Schadule bested thay of them. "Document") shall be deemed given and received when delivered personally or hand delivered to the Aridias for Schadule bested to the Aridias for Schadule is the Aridias in the Aridias for sensel address, respectively, is which case, and account for the party for itself which be deemed to be original.
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	Emod Address: mike mealin@gmail.com For taking of December 2 1440 For taking of December 2 1440
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	Stainless Steel Microwave And Built In Oven, Oas & Warming Drawes, Built In Dish Washer, Stainless Steel Refrigerator, Built In Stainless Steel Gus Stove Top, Clothes Washer & Dryer, All Electric Light Fixtures, All Window Coverings, 2 Garage Door Remote Controls, Central Al Conditioner, Central Vacuum And Attachments (As Is), In Ground Sprinkler System And Accessories Engl Table And All Accessories, Large Panasonic Television, Water Softener (As Is) LN BASEMENT Unless otherwise send in this Agrammet or any Schedule beaut Safer agrees to converte phases and cheech lecteded in the Panchers Price Free
	known all livers, incrementations or claims affecting the said Extense adultibustum.
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à.	RENTAL ITAMS (Including Leans, Leans to Own): The islaming apapeased is resed and not included in the Exchan Pice. The Sover' agram to assemb the resid convactly, if accepting
Ja	REPUTAL 19816 (Including Leans, Laure to Own): The following apripared is result and not included in the European Price. The Sover' agrees as assent to result convertel. If consolide: Hot Water Heater (If Rented)
	RENIAL PUNE (Including Leave, Leave to County The belowing equipment is rested and not included in the Curtimes Pike. The Suyer' agrees to assess the rested contract), it assististes: Hot Weter Heaster (If Ranted) The Boyer agrees to as operate and exercise and decementation of may be regated to health as such assumption.
	REPLAI. PRIMS (Including Leave, Leave to Own): The following equipment is reveal and not included in the European Price. The Sover' agrees to assess the reveal contract). If undertake: Hot Water Header (If Ranked) The Boyer agrees to cooperate and exercise such decreases as may be regated to haddless such assumption. COMMENDM EXPENSION Select warrants to Boyer that the common response presently payable to the Condominium Corporation in respect of the
	REPUBLICATION (Including Leaves Leaves to Correlation indicating equipment is tented and start included in the Partheon Price. The Suyer' agrees to contend to the Contend of the Suyer agrees to cooperate and execute such decreased as may be required to facilities such country for the Contended in the Contended
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	REPUBLICATION (Including Leave, Leave, to Ownit the following equipment is rested and not included in the Sections Piles. The Seyer' operate an assess the rested controlly. It included: Hot Water Heaster (IT Randed) The layer agrees to cooperate and execute such decreased on a may be regularly be related to be assessment. COMMENON EXPENSES: Select various to layer has he control expenses presently payable to the Condomines Corporation in respect of the Present are approximately i 555.44 Frequency are approximately i 555.44 Grass Cutting, Fool, Gyrn, Club House, Tennis Court, Bankschall Court, Snow Removal of Roadways and Sidewalks, Water and Sewer.
	RENTAL PRIMS (Including Leave, Leave to Own): The informing equipment is record and not included in the furthers frice. The Sover' opens to come the restal controlly. I consolide: Hot Water Header (If Rented) The Sover agrees to cooperate and execute such documentation of may be regated to inclines such assumption. COMMON EXPENSION Softer records to Sover that the common separate presently payable to the Condominium Corporation in respect of the Present are approximately if 636.44 Grass Cutting, Fool, Gym, Club House, Teninis Court, Basketball Court, Snow Removal of Roadways and Sidewalks, Water and Sewer.

- 9. \$152% it the mode of the Property (Rent Property on described observed in subject to Haymanisma Sales for (\$157), then such tax shall be the Purchase Bries. If the sale of the Property is not subject he high Subject to certify an or before bed wife addison by lochided in chains, that the role of the Property is not subject to HST. Any HST on chantel, if applicable, is not included in the Principal Prince.
- 20.13 ... (Lagardidon Deso) so excesses the life to the Property of Duyer's turn expense and will the bottler of 11 thirty days from the basic of the Requisition Date or the date we which the condition to this Agreement are fulfilled or otherwise watered on 11 three days prior to completion, to schiefy Duyer that those are no

overlanding werk orders or delicioscy notices offersing the frequency, and had in present use | Single Partilly Residential may be tradily continued. I within had been any solid objection to life or to any activations work order or deficiency notice, or to the lost the solid present use may not leading be consisted, it made in which to be and which to be a consider to remove, remark it which a consistent to remove it will be a consistent to burrance uses and except against fluk of Ers (Take knavasca) in known of the buyer and any mortalogue, forth all misched eachs at the expense of the Subul, and which Boyar will and weden, this Agreement accomplished any intermedical acts or negotiatives in inspect of each polybolical, shall be at an and and all manine point shall be returned without interest or disduction and Salar, litting Brahangs and Companying brahangs and not be liable for any court or descriper. Sows as to any valid adjection to mostle by such day and except for any adjection going to the root of the title, Dayer shall be conclusively descend to have accepted Select the Property Select persons to the equilibrially or other paratocountal systemics. releasing to been details of all automoting work orders and delicitary history effecting the Frequency, and Taller agrees to execute and delices such further perfect tollow in this regard as Suyar may reasonably regalite.

- 11. TITLE beyon agrees to except ide to the Property subject to all rights and encourage registered against like for the supply and installation of interferon survices, absorbeing you, servers, major, interinters caldle localists and other followed purvices; provided that the the Property is atherwise good and from hom all accommences accepts for he herein expressly provided 24 any registered respections, conditions or communic that are with the land providing such have been completed with its the providings of the Conditional feet and its larger-bases and the terms, conditions and providing of the Declaration, Description and Bylanes, Occupancy Standards Bylanes, including the Common Bussest Sales and other Released Registrations; and (d) any extraory municipal agreements, senting by term and/ar psychology and addition or works and or the contents.
- 12. CLOSONS ARRANDING THE Was a such of the Side and dry mount day as to complete the Agreement of Purious and Side of the Property. and where the transaction will be completed by electronic rectalation presents to Port II of the Land Registration Roberts Ad. 25.0, 1970. Chapter is and the Electronic Registering Act, S.O. 1991, Chapter 14, and any assentinent theore, the Select and Dayor echnowings and opens that the engineers of decoup leads, nonceptancials document and other beautifus Californias's and his relative thought to the Sollie's and Suyer had for any active of the bound and ad but because of the installation of the break plant bearing and a contract of the active o completion of this removement and fig be arbited to condition whereby the broyauft receiving very of the Terrheise Definition will be required to fold tome in itself and not substant come receipt in accordance with the forms of a document registration agreement between the soil insystem. The Substant Super-Research Interest the soil insystem to be bound by the document registration agreement which a recommended from time in Substant by the Low Society of Uppy Concide. Unions otherwise approad to by the Persons, such sinchange of the Requisite Deliveries will occur to the applicable Loud Taka Office or such what bootice agreeable to both import.
- 13. STATUS CHTSCATIANS MANAGEMENT OF CONSCRINGUES Sales recentered and warrows to boyer that here are an appeind a consension consended by the Conformation Corporation, and here are no local actions proclets by the applied or contemplated by the Conformation. Corporation the Sales consended by the Conformation Corporation. But Sales consended by the Boyler or the Depart motionized representatives for a Sales Conformation for the Sales consended for the successful of the Sales conformation of the Sales c
- 3.4. DOCUMENTS ASSO DISCHARDES Sayer should not still be production of any Side deed, observed, nursely or other antifence of side to the Property autistic sides on the Description of Sides Sales Sales agrees to deliber to Sayer, if it is possible extend proming any tools in as deling, contact of all counts continuous documentations of the Contentions Conjugate of all counts are deliberated and sales of the post of the most second Exercises of the Contentions Contentions Contentions and Includings and the most second Exercise at the Contentions Contentions. The distributions and the most second Exercise at the Contentions Contentions. concentration in a present of the first And Lone Companies Act (Control), Chairmed Band, That Concent, Civil Union, Chair Population or immence Company and which is not be accurated by Bayer on companies, is not are about being an immence Company and which is not be accurated by Bayer on companies, is not are about the present the accurate Solate's Conyes's personal undertaking to obsess, as of the about glunds, a discharge in registrable form and in registrable form and in registration are companies. to be registered, on the within a neutrophisperiod of two othe computers, provided had on or before completen before the description in the computer of the provident to the computer of the provident of the computer of the distings on of he blocks by an emploion.
- 15. MITTIPOSI Solar represents and warming to Beyer that of the fore of the consequence of the Copie for not received a natice convenient as special or general meeting of the Condominism Corporates represent of the supersent of the condominism property. (b) any substituted observable in the substituted observable and of the condominism of the consequence of the supersent of the condominism
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Form 101 Restand 2012 Forge 1 of T WERNSHALL THEY

- 16. ENSPECTION: duran advantadors turing had he apparently to import he Properly and entertuands has upon acceptance of this other have shall be a binding agreement of purchase and sele however they are subject to turinda a properties of purchase and sele however they are subject to turinda a enquirement for a property inspection report in this Agreement and agrees that accupt at may be epacifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the Preparty.
- 17. APPROVAL OF THE AGREEMENTS in the great that concern to this pole is required to be given by the Conductions Corporation or the Scard of Chinacara, tha Leiller will apply burdineish for the requisities consert, and if such consent is released, then this Agreement that he not and rabband that deposit station gold horsenths that he infunded without his user or other penalty to the Says.
- 13. HISTRANCE The line and off other things being purchased shall be and remain at the risk of the Setter until completion. In the creat of extention and denotes to the Property Buyer may at Suyer's spiken wider permit the proceeds of insurance to be used for repost of such denotes in occurdence with the provisions of the interestion Trust Agreement, or terminate this Agreement and all deposit montes poid by Beyer becovered that he retunded without interest or deducation. If Saler is taking back a Charge/Montepope, or Beyer is accounting a Charge/Managane, Sayer and supply Saler with represendade designace of adequate incurrence to protect Subar's or policy mergaginal's interest of completion.
- 19. COCLAMENT PROPRESSIONED The Translet/Cook shall some for the fund Translet Tax Albania, he proposed in registrable form at the expense of Solar, and any Changer Martigage to be given back by the Buyer to Sulter at the expense of the Buyer.
- 20. BLICENST [a] Subject to [b] below, the Labor represents and recruest for the Labor is not good on completion will not be a non-resident under the nonvalidancy provisions of the focuses. For Act which representation and warrant had survive and not marger apon the completion of this transaction and the Sellier shall deliver to the Juyer a southery developation that Sellier is set then a manimiplement of Councilar this provided that if the Sellier is a narraidant under the scarraidency provisions of the Income Fox Act, the Boyer shall be credibed treated the Practices Frice with the accord. If any, necessary for Suyar is pay to the Minister of Nostanol Karenou to solely Suyar's Robbly in respect of tax pay-toke by Sullar under the non-ratificacy providings of the Income Tax Act by reason of this sale. Suyar shall not choice not be selected to the contributions.
- 21. ADRISTMENTS: Common Expenses; recity uses, including local improvement roses; mortgage interest; emissis; emerged public or princip utilities and fast where brilled to the Unit and not he Condominium Corporation; are to be apportioned to the day of completion that to be apportioned to the Bayes. There shall be no adjustment for the Seller's thore of any assets or Rebillies of the Condominium Corporation including any tractive or confingency fund to which Seller may have contributed prior to the date of completion.
- 22. PROPERTY ASSERTABLE The Royal and Solar hereby relacified for the Province of Ontario has implemented current raise consumers and properties may be re-centered on an asserol basis. The Buyer and Seller agree from his rician will be made egicles the Buyer or Seller, or day Enclarages, Broken or Selepparame, for any changes in property loss or a result of a re-centeral of the Property, save and succept any property towar that accrued prive to the completion of this rentaction.
- 23. THE UNITY time shall is all respects be all be expected best broad purpled that the line for daing an completely of pay recting provided for bosine may be consider or physical by an agreement in writing signed by Salut and Bayer or by their respective becomes also easy by specifically extinctical in Not regard.
- 2.4. YEADEST. Any made of documents or manny humander may be made upon Selber or Buyer or their respective humans on the day set for completion.
 Alongy shall be residued with hade drawn on a lawyer's hast popular in the form of a back dress, norther a day or wire results using the large Volum Transfer Systems
- 25. FAMILY LAW ACT; Suller resigness that special consent is not himmary in this inspection under the provident of the Family Law Act, \$2.0. 1990 under the special of the Saller that absorbed the consent profession provided.
- 24. Little faller representated warries to bijer the being by the below has anied the Property. When his not count any beilding on the Property to be becamed with Euclidean consisting machine-closelyte, and that in the best of Sollie's tripowinds to best ting on the Property contains or has many contention that contains project colleged. This represely shall provide got all manys on the completion of this transcator, and if the best ting in form of a matical and best ting this way to be part of the best ting which is the subject of this transaction.
- 27, 12041, ACCOUNTING AND EPPENCEMENTAL ADVICE the purious adversarings fast may belorated a provided by the becoming it not isgal, kee or amileonasiated adolese.
- 23. COMSUMES REPORTS: The Boyer is hereby melting that a spaneous report contributing crodit and/or personal information any be referred to in consection with this transaction.
- 29. ADERENTIAL IN WRITINGS I have is confed or distinguing between any provision actived to his Agreement Backeling any Schooline appeals being only provision in the standard present professes between the active and confed or discrepancy. This Agreement including any bijundes standard array, shall consist a few some Agreement between Bayer and Sider. Name is no reconstruction, recruitly, collaboral agreement for condition, which offers his Agreement sides have as represent herein. For he purposed of this Agreement, Indian means reacher and Bayer mester prochases. This Agreement, Indian means reacher and Bayer mester prochases. This Agreement shall be read with all changes of proches of member regulated by the content.
- 30, That Africa Datti: Any relevence to a time and date leaded Agreement abul mean the time and date tolers the Property to Secured.

RETURN OF PUTERON ()

Petralis Co Stations)

Form 191 beland 1617 Page 4 of 1 · Dannou

31. SIECCESSORS AND ASSIGNS: The bein, wave	on, odninistrator.	successors and assigns of the undersigned are bound by the knows histoire.
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SPOUSAL CONSERT: The underspred spouse of the tow Act, R.S.D. 1990, and hereby agrees to expose all	layor yeneph cowing Lacarroll in picycl	is to the disposition orlidenced herein pairwant to the provisions of the Family- nial documents to give half here and effect in the sale ordidenced herein.
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CONFESSATION OF ACCEPTANCE Newskinesday	anything serisina	i handa to the contrary, I confirm this Agreement with all changes both your
and written was leadly accepted by all parties at . I.I.	and Com	38 selferiber 2017
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DHAR BANDON REMAX HALLMAXK RE MICHAELN. MEALIA	ALTYLID.	TANA (905) 883-4522
1147-1444	Galaipanies)	241.27 70.2 18.27
Co-sp/boys Boksup H.R. HORIZON REA SARAH LORRAINE SMITH	HXXIV	
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I acknowledge receipt of any signed copy of this accepted functions such Spile and I autoplate the Sections (a to be section).	mind in the column	Terlines with the deal I make the Make the land a topy to my lawyer.
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Form 101

Agreement of Purchase and Sale -Condominium Resale

This Schoolule is attached to and leave part of the Agreement of Purcham and Sala between:
SUYSA Jaims Depends and Ilya Contrill-Depends
Tierz John Even Davies And Judith London Davies
for the produce and side of 24 COUNTRY CLUB DR
LTB IMS
graden politican po brida que populacia na gracias.
The Bayer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with finds drawn on a lawyer's trust section in the lefts of a tenk draft, certified cheque or wire transfer

using the Large Value Transfer System.

FIVE

This Offer is conditional used the Buyer, doing dut Hillgence, at the Erfer's own expense, to his satisfaction, on the subject property within Seven 47 business days (archiding Saturdays, Sundays and Statutory Holidays) after acceptance of this Agreement of Purchase and Sale, otherwise this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the sole benefit of the Buyer and may be waived at the Buyer's sole ontion by notice in writing to the Soller within the time period stated herein. Said Due Diligence shall include but not be limited to Arrangement of a new first mortgage/charge, inspection of the property by a qualified home inspector, and any other inspections or texts deemed necessary by the Buyer to satisfy himsalf as to the condition of the subject property. This stadition is included for the besulfs of the Buyer and may be waived by notice in writing to the Seller at any time during the time period stated herein. The Seller agrees to allow access to the subject property for the purpose of conflicting any and all inspections and tests.

This Office is conditional upon the Buyer's lawyer reviewing the Status Certificate and Attachments and finding the Status Certificate and Attachments satisfactory in the Buyer's Lawyer's sole and absolute discretion. The Seller agrees to propose at the Seller's expense, the Status Certificate and attachments within 10 days after accordance of this Offer, Unices the buyer gives notice in writing to the Seller personally or in accordance with any other provisions for the delivery of codice in this Agreement of Purchase and Sale or any Schedule thereto are later than 5 p.m. on the least day (excluding Saturdays, Sundays and Statutory Holidays) following receipt by the buyer of the Status Castificate and attachments, that this condition is fulfilled, this Office shall be rail and void and the deposit shall be returned to the Buyer in full without deduction. This periodition is included for for the benefit of the Buyer and many to waived at the Buyer's sole option by potion in writing to the Seller as aforesaid within the time period

The Buyer shall have the right to visit the property prior to completion for the purpose of inspection for (e.g., financing, insurance, estimate(s) from contractors(s) sto.) to a maximum of three (3) financia), at a mutually spreed upon time(s). The Sellet agrees to provide access to the property for the purpose of the inspection(s). The Secret Buyers ASENT SHALL BE PRESENT + VISITS SHALL I HOUR

The Seller agrees to leave the premises, including the floors, in a clean and broom sweet condition.

This form next be introduced by all parties to the Agreement of Produce I

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DATEALS OF SELLENSY

Form 101 Issued 2017 Page 5 of 7 William Doctory

OREA Catalina San Schedule A

Form 101

Agreement of Purchase and Sale – Condominium Resale

This Schoolde is assisted to and forms part of the Agreement of Parthers and Sale between:	
BUYER, Jaime Dagenais and Ilya Consoil-Dagenais	****** \$15
SELEN, John Evan Davics And Audih Langra Pavics	ASSESSED PROPERTY.
for the perchase and sole of 24 COUNTRY CLUB DR	rajoni _{je} term
LTB 1345	17

The Seller represent and warrants that the chattels and fixtures as isolated in this Agreement of Purchase and Sale will be in good working order and fire from all light and socialities are no completion. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction.

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A3017 Page 7 of 2

SREA (manifestar) Existent Schedulo B

Schedule ____ Agreement of Purchase and Sale Toronio Real Esple

Form 105

This Schools is adocted to and forms part of the Agreement of Anghoris and Sale between:

811788 Tai Me Daylor and Judith Locate Daylor

Sec 24 peoperly boson on 24 Country Chile Drive

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doted the Daylor Agreement and Sale Country Chile Drive

doted the Sale Chile Chile Sale Chile Chile Sale Chile Chile Sale Chile Chile Chile Chile Chile Chile Chile C

In secondance with Subscrition 27 of the Real Estate and Business Brokers Act, 2002 (the "Act"), REMAX Hallmank Realty Ltd., Brokerage (the "Brokerage"), will be the deposit holder of the Buyer's deposit which is given to the Brokerage to be held in trust with respect to this Agreement of Purchase and Sale. The deposit will be held by REMAX Hallmark Realty Ltd. In its real estate trust bank account which carns a variable interest rate of TD Canada Trust's Prime rate minus 2.15% per amount (for example, as of January 1, 2017, Prime was 2.70% which resulted in interest paid at a rate of 0.55%).

The beneficial owner of the trust money must provide their Social Insurance Number not later than Thirty (30) days following the completion of the transaction if they would like to receive interest. Corporations do not need to provide a Social insurance Number. There is a Cas Hundred Dollars (\$100.00) administrative fee for each transaction with a deposit. Should the amount of interest calculated be more than \$100.00 the deposit to idea will waive the administrative fee and pay the interest is receives on the deposit to the beneficial owner of the trust money. If the calculated interest is less than \$100.00 no interest will be paid and no additional administrative fees will be owing. This agreement and direction must be included in the Agreement of Purchase and Sain by situiching his form as a schedule.

All interest generated by trust deposits that quality for interest payments in accordance with the prior paragraph will be payable to the beneficial owner of the trust maney upon completion of this transaction (referred to above). If required, a T5 will be issued for the interest amount as soon as possible after the closing or following the end of each calcular year, whichever comes first. Any interest chapter issued and not regulated within the (6) mostly from the date of issue small be subject to an additional administration for up to a maximum of \$100.00 or the value of the interest chapter.

The Seller represents and warrants that during the third the Seller has owned the property, the use of the property and the buildings and structured thereon has not been for the growth or manufacture of any illegal substances, and that to the belief a movinedge and belief, the use of the property and the buildings and structures factors have never been for the growth or manufacture of illegal substances. This warranty shall survive and not merge on the occupiedion of this property.

in accordance with the Federal Privacy Act, upon the hilliliment or removal of all conditions that form part of the Agreement, all parties to this transaction content to the publication and distribution of the sate/lease price of the property. The Brokenges and their Sakes Representatives are authorized to advertise and disclose the sate price to other SEALTORs and to this public, white conducting and principles their daily Roth fatate scavities, provided that the Solici(s) or the Buyer(s) are not specifically disclosed.

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Parts 185 Tained 2003 Project of 2

CREA Dateria Real Estatu Schedule B

Schadule _B_ Agreement of Purchase and Sale Toronto Real Estate Rean

Form 105

This Schedule is action the post of the Agreement of Psychope and Spla between the Splan Service and Judita Lenoure Davice for the property Leaven as 24 Country Club Drive Agree and Splan Service and Splan Serv

The Buyers hereby warrant that they are not related to and have never had any friendships, social or business dealings or associations with either of John Byan Davies and Judith Lenore Davies, the Sellers of 24 Country Club Drive. The Buyers further warrant that if they successfully purchase 24 Country Club Drive from the Sellers, there will be no benefits transferred or received by either party in any manner whatever other than what is set out and aggreed to in this Agreement of Purchase and Sale.

THIS OFFER IS CONDITIONAL UPON THE SELLER OBTAINING OURT APPROAM. TO DISCHARGE THE COURT ORDER REGISTERED ON TITLE TO THE PROPERTY AS INSTRUMENT YRAGS ZZAB. UNLESS THE SELLER GIVES HOTICE IN WRITING DELIVERED TO THE BUYER WITHIN TO BUSINESS DAYS OF ACCEPTANCE OF THIS OFFER, THAT THE CONDITION IS FULFILLED, THIS OFFER HULL YOUR AND THE DEPOSIT SHAW BE NULL YOUR AND THE DEPOSIT SHAW BE RETURNED TO THE BUYER IN FULL WITHOUT DEDUCTION.

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OREA Ontario Real Estate Notice of Fulfillment of Condition(5)

Toronto Real Estate Board

Form 124

for use in the Province of Ontario	
BUYER: Jaime Dagenals and Ilya Cotterill-	Dagenals
SELLER: John Evan Davies And Judith Lenore	Davies
REAL PROPERTY: 24 COUNTRY CLUB DR	
King	L7B IM5
In accordance with the terms and conditions of the Agree	ement of Furchase and Sale dated the 28 day of September
20.17 regarding the above property, I/We hereb	ay confirm that I/We have fulfilled the condition(s) which read(s) as follows:
subject property within Five (5) business day acceptance of this Agreement of Purchase and be returned to the Buyer in full without dedumay be waived at the Buyer's sole option by Due Diligence shall include but not be limited property by a qualified home inspector, and a himself as to the condition of the subject property by notice in writing to the Sellet at at	ing due diligence, at the Buyer's own expense, to his satisfaction, on the vs (excluding Saturdays, Sundays and Statutory Holidays) after and Sale, otherwise this Offer shell be null and void and the deposit shall ection. This condition is included for the sole benefit of the Buyer and notice in writing to the Seller within the time period stated herein. Saided to Arrangement of a new first mortgage/charge, Inspection of the many other inspections or tests deemed necessary by the Buyer to satisfy perty. This condition is included for the benefit of the Buyer and may be my time during the time period stated herein. The Seller agrees to allow the of conducting any and all inspections and tests.
All other terms and conditions in the aforementioned Agr	reement of Purchase and Sale to remain unchanged.
For the purposes of this Notice of Fulfillment of Condition lessor, and "Agreement of Purchase and Sala" includes a	un, "Buyer" includes purchaser, ténant, and lessee, and "Seller" includes vendor, landlord, and an Agreement to Lease.
	Intario, ci 2.30 p.m. this 6 day of October 20.17
RIGNED, SEALED AND DELIVERED in the presence of: (April 1997) (April 1998) (Withess)	IN WITNESS whereof I have hereunto set my hand and seal: DATE Oct 6, 2017 Before Seller Jame Dagenais DATE Oct 6, 2017 Buyer Seller I Ilya Sotterill-Dagenais
Receipt ocknowledged at 1.30 a.m./6.m.his Priot Name: M.CLAFEL MEALI	A Signature: Mulal Meehe

The trademarks REALTORDS, REALTORDS and the REALTORD logo are controlled by the Connadian Roul Estate
Association (CREA) and identify real enter professionals who are members of CREA. Used under increase.

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OREA territories Notice of Fulfillment of Condition(s)

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Over Jaime Dagenais and Ilya Cotterill-Dagenais				
John Evan Davies And Judith Lenore Davies		چاپ در مینامیده کردن در میراند.		
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	<i>L7</i> 8.1	V	a manazarek da sambila kuna.	
accordance with the terms and conditions of the Agreement of Per	icae and lose dised the	2	, J. September	res Segresa
0.17				
This Offer is conditional upon the Buyer's lawyer revisitates Certificate and Attachments satisfactory in the grees to request at the Seller's expense, the Status Cehis Offer. Unless the buyer gives notice in writing to avoisions for the delivery of notice in this Agreement on on the third day (excluding Saturdays, Sundays a Status Certificate and attachments, that this condition shall be returned to the Buyer in full without deduction and may be waived at the Buyer's sole option by notice that the function.	Buyer's Lawyer's sole rifficate and attachme the Seller personally cof Purchase and Salo and Statistory Holiday is fulfilled, this Offer in This condition is in	and absolute disc ints within 10 day or in accordance we or any Schedule s) following receip shall be null and actuded for for the	retion. The Selfe, after acceptance with any other thereto not later to it by the buyer of void and the depe- benefit of the Bu	
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As other from and conditions in the observational Agreement of Particles and Sale to receive unchanged.

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OREA Gentario Real Estata

Amendment to Agreement of Purchase and Sale

Form 120

BETWEEN BUYER Jaime Dagenaus and Ilya Conterili-Dagenaus

AND SELLER John Evan Davies and Judith Lenore Davies

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 28

day of September .

20 17

concurang the property known as 24 Country Club Dr., King City, ON

L7B IMS

..... as more puricipally described in the ofcontressive (Agreenet)

The Buyer(s) and Seller(s) herein agree to the following amendment(s) to the aforementioned Agreement: Insert/Delete:

DELETE:

This Offer is conditional upon the Seller obtaining court approval to discharge the court order registered on title to the property as Instrument YR2682298. Unless the Seller gives notice in writing delivered to the Buyer within 10 business days of acceptance of this offer, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction.

INSERT:

This Offer is conditional upon the Seller obtaining court approval to discharge the court order registered on title to the property as instrument YR.2682298. Unless the Seller gives notice in writing delivered to the Buyer on or before 11:59 p.m. on October 24th; 2017, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction.

IRREVOCABILITY: This Offer to Amend the Agreem	en chall be wree with to	Seller (Seller)	tives 11 W p.m.
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for the purposes of the Americant to Agreement, "Time shall an oil respects be at the assence hereof problement or writing signed by Jolle	noveled third the lime tot do	ng 61 (pangkanng da any	· Martines De annotation and and an artist of the transfer of
All other Terms and Conditions in the afaren	sentioned Agreement I	o rampin the some.	
SICTIVED, SEASED AND DEBYERED in the presence of	WALLERS +**	reci herea Namanato sad :	
(Wiross)		7	© DATE COA 14/14
(Mineral Control of Co	Day A		O DATE (00-14-17)
I, the Undersigned agree to the above Offer to Amer	id the Agragypent		
SIGNED, SEATED AND DEUYERED in this presence of	Who isso	Hall have become set o	ny hand and seal
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[Wireas]	Pac		o OATE (JCA. 16/17
The undersigned sparse of the Seller heraby consents	to the amendment(s) herein	before ser out	
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CONFIRMATION OF ACCIPTANCE Notwithstone			
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	ACKNOWLEDG	EMENT	
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)4Wy:	ONTEGRATION OF	an T	DATE DG . LOUT
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Address		diessadl	
	()-e	W No.	FAXING

KSV KOFMAN INC. Plaintiff

Defendants AEOLIAN INVESTMENTS LTD, et al.

- and -

SUPERIOR COURT OF JUSTICE COMMERCIAL LIST ONTARIO

Proceeding Commenced at Toronto

AFFIDAVIT OF JOHN DAVIES

(Sworn February 8, 2018)

Dentons Canada LLP

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

David McCutcheon

Tel.: (416) 863-4538 Fax: (416) 863-4592 LSUC #: 16057P-1B

david.mccutcheon@dentons.com

Michael Beeforth

LSUC #: 58824P

Tel.: (416) 367-6779 Fax: (416) 863-4592

michael.beeforth@dentons.com

Lawyers for the Defendants John Davies, Judith Davies and Aeolian Investments Ltd.

TAB 4

Court File No.: CV-17-11822-00CL

ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

BETWEEN:

KSV KOFMAN INC. IN ITS CAPACITY AS RECEIVER AND MANAGER OF CERTAIN PROPERTY OF SCOLLARD DEVELOPMENT CORPORATION, MEMORY CARE INVESTMENTS (KITCHENER) LTD., MEMORY CARE INVESTMENTS (OAKVILLE) LTD., 1703858 ONTARIO INC., LEGACY LANE INVESTMENTS LTD., TEXTBOOK (525 PRINCESS STREET) INC. and TEXTBOOK (555 PRINCESS STREET) INC.

Plaintiffs

- and -

JOHN DAVIES and AEOLIAN INVESTMENTS LTD.

Defendants

AFFIDAVIT OF BRIAN MOSKOWITZ

(Sworn December 7, 2017)

- I, Brian Moskowitz, of the City of **Toronto** in the Province of Ontario, MAKE OATH AND SAY:
- 1. I am a Director of Moskowitz Capital Mortgage Fund II Inc. (the "Lender"), the first mortgagee of the property located at 24 Country Club Drive in King City (the "Property"). As such, I have personal knowledge of the information contained in this affidavit.
- 2. The Property is subject to a first mortgage from the Lender in the amount of \$1,950,000 (the "Mortgage"). We are currently owed a total of \$1,066,171.83, inclusive of accrued interest, on the Mortgage. A current payout statement is attached hereto as Exhibit "A".

- 3. The Mortgage has been in default since November 2016. To date, I have forborne on our enforcement rights under the Mortgage and have allowed Mr. Davies to take steps to attempt to sell the Property.
- 4. I understand that Mr. Davies has entered into a number of conditional agreements to sell the Property, but that none of these have proceeded to close. I am advised by my counsel, David Nakelsky, that the most recent agreement was terminated because Mr. Davies was unable to obtain court approval for the sale.
- 5. The ongoing proceedings between KSV Kofman Inc. and Mr. Davies have nothing to do with the Lender or the Mortgage. I will allow the Property to be sold so that the Mortgage can be repaid. I support the sale process proposed by Mr. Davies, as I believe that it will result in a sale of the Property for fair market value, of approximately \$1,500,000, and result in repayment of the Mortgage.

SWORN BEFORE ME at the City of LOCON, in the Province of Ontario on December 2, 2017

Commissioner for Taking Affidavits

Fredlend

BRIAN MOSKOWITZ

TABA

Moskowicz Capital Mortgage Fund II inc 2200 Yonge Street Suste 1002 Toronto, Ontano M45 205 Tel: (416) 781-6500 Fax: 1(888) 505-5620 Brokerage Lic. #10922 Administrator Lo: #11908



Toll-Free 1 (866) 841-5365 moskowizczpkiał com deals@moskowizczpkiał com

October 23, 2017

TO: JOHN DAVIES & JUDITH DAVIES

24 COUNTRY CLUB DRIVE KING CITY, ON L7B 1M5

DAVIES FAMILY TRUST, DAVIES ARIZONA TRUST

CC: DAVID NAKELSKY; MICHAEL BEEFORTH

RE: FULL REPAYMENT AND DISHCHARGE OF FIRST MORTGAGE ON 24 COUNTRY CLUB DRIVE, ON AND ALL ASSOCIATED CHARGES

Please be advised that this statement is for discharge purposes only for the aforementioned Mortgage Charge. Moskowitz Capital Mortgage Fund II Inc. will require certified funds for the amount as detailed below:

Return of principal	5	768,876.96
interest (November 1, 2016 - August 1, 2018), mortgage closed until end of term	\$	256,562.84
Fees and disbursements		
Amendment #2 fee, dated February 28, 2017	s	20,000.00
Discharge fee: \$500 for one property, \$250 for additional	S	750.00
Discharge statement fee: \$75 x 4	5	300,00
Missed payment fees	5	4,900.00
Default proceedings fee	\$	500.00
Breach of undertaking fee	\$	400.00
Administration fee	\$	5,200.00
Disbursements (registered mail, bank fees)	5	97.60
Legal fees	\$	8,484 43
Total amount due to Lender between Oct 23-31, 2017	5	1,066,171.83
ALL PROCEEDS VIA WIRE OR BANK CERTIFIED CHEQUE to MOSKOWITZ CAPITA	AL MORTGAGE	E FUND II INC.

This discharge statement is valid only until October 31, 2017 after which it is null and void.

Discharge amounts are subject to adjustments should any changes be processed on the mortgage subsequent to the issue date. The mortgage will not be discharged if the timing of payments results in a shortfall in the amount owing under the mortgage or if a previously credited payment is rejected by the financial institution from which it is drawn. The Lender reserves the right not to discharge the mortgage until all payments have been cleared.

This statement is subject to final accounting review by Moskowitz Capital.

Yours truly,

MOSKOWITZ CAPITAL MORTGAGE FUND II INC.

PER:

Brian Moskowitz President KSV KOFMAN INC. in its capacity as Receiver and Manager of - and - Certain Property of Scollard Development Corporation, et al. Plaintiffs

Defendants

JOHN DAVIES et al.

ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

Proceeding Commenced at Toronto

AFFIDAVIT OF BRIAN MOSKOWITZ (Sworn December $\underline{\mathbb{S}}$, 2017)

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

David McCutcheon LSUC #: 16057P-1B Tel.: (416) 863-4538 Fax: (416) 863-4592

david.mccutcheon@dentons.com

Michael Beeforth LSUC #: 58824P

Tel.: (416) 367-6779

Fax: (416) 863-4592 michael.beeforth@dentons.com

Lawyers for the Defendants

TAB 5

Divisional Court File No. 533/17 (Court File No. CV-17-11822-00CL)

ONTARIO DIVISIONAL COURT, SUPERIOR COURT OF JUSTICE

BETWEEN:

KSV KOFMAN INC., IN ITS CAPACITY AS RECEIVER AND MANAGER OF CERTAIN PROPERTY OF SCOLLARD DEVELOPMENT CORPORATION, MEMORY CARE INVESTMENTS (KITCHENER) LTD., MEMORY CARE INVESTMENTS (OAKVILLE) LTD., 1703858 ONTARIO INC., LEGACY LANE INVESTMENTS LTD., TEXTBOOK (525 PRINCESS STREET) INC. AND TEXTBOOK (555 PRINCESS STREET) INC.

Plaintiff (Respondent)

- and -

AEOLIAN INVESTMENTS LTD., JOHN DAVIES IN HIS PERSONAL CAPACITY AND IN HIS CAPACITY AS TRUSTEE OF BOTH THE DAVIES ARIZONA TRUST AND THE DAVIES FAMILY TRUST, JUDITH DAVIES IN HER PERSONAL CAPACITY AND IN HER CAPACITY AS TRUSTEE OF THE DAVIES FAMILY TRUST, AND GREGORY HARRIS SOLELY IN HIS CAPACITY AS TRUSTEE OF THE DAVIES FAMILY TRUST

Defendants (Appellants)

AFFIDAVIT OF ALICIA HAGGART

(Sworn October 12, 2018)

I, Alicia Haggart, of the City of Toronto in the Province of Ontario, MAKE OATH AND SAY:

1. I am a legal assistant at the law firm of Dentons Canada LLP, lawyers for the Appellants, and have been involved in this matter since its inception. As such, I have personal knowledge of

the matters hereinafter deposed to, except where they are stated to be based upon information and belief, in which case I verily believe the same to be true.

- 2. Attached hereto as **Exhibit "A"** is a copy of a letter dated September 11, 2017 from Jonathan Bell to Michael Beeforth.
- 3. Attached hereto as **Exhibit "B"** is a copy of a letter dated November 30, 2017 from Michael Beeforth to Jonathan Bell.
- 4. Attached hereto as **Exhibit "C"** is a copy of an Agreement of Purchase and Sale dated August 22, 2018 as between Elisabeth Giannini and Charles MacLean as buyers, and Moskowitz Capital Mortgage Fund II Inc. via power of sale as seller.
- 5. Attached hereto as **Exhibit "D"** is a copy of email correspondence dated August 23-30, 2018 between David Nakelsky, Sean Zweig, Bobby Kofman, Noah Goldstein and Michael Beeforth.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario on October 12, 2018

Commissioner for Taking Affidavits

(or as may be)

ALICIA HAGGART

Michael Beeforth

TAB A

THIS IS EXHIBIT "A"
REFERRED TO IN THE AFFIDAVIT OF

ALICIA HAGGART

SWORN BEFORE ME

THIS 12th DAY OF OCTOBER 2018

Commissioner for Taking Affidavits, etc.

Michael Beeforth

間 Bennett Jones

Bennett Jones LLP 3400 One First Canadian Place, PO Box 130 Toronto, Ontario, Canada M5X 1A4 Tel: 416.863.1200 Fax: 416.863.1716

Jonathan Bell Partner Direct Line: 416,777,6511 Our File No.: 74735.13

September 11, 2017

Delivered by Email

Michael Beeforth Dentons Canada LLP 77 King Street West, Suite 400 TD Centre Toronto, ON M5K 0A1

Dear Mr. Beeforth:

Re: KSV Kofman Inc. v John Davies et al. Court File No. CV-17-11822-00CL

We are writing with regard to certain information we recently learned about Mr. Davies' and the Davies Family Trust's assets. Specifically, in reviewing the database of nearly 70,000 documents produced by Mr. Davies in connection with the injunction motion, we discovered statements of net worth for both him personally and the Davies Family Trust that were prepared in or around 2013. Copies of the statements of net worth are enclosed.

The statements reveal significant assets that were not disclosed in the most recent asset and liability statements produced by the parties. Specifically, the statements reveal that Mr. Davies and the Davies Family Trust owned, among other things, a number of pieces of expensive artwork, furnishings, real property and loans receivable. The enclosed statements of net worth also reflect different liabilities than the asset and liability statements recently produced by Mr. Davies and the Davies Family Trust. Please forthwith advise as to the following with respect to these assets and liabilities so that we may reconcile the differences between the statements of net worth and the parties' more recent disclosure:

1. Provide a complete listing of all artwork presently owned by the Davies Family Trust, the Davies Arizona Trust, John Davies, Judith Davies and Aeolian Investments Ltd. Please provide identifying information, the purchase price, the date of purchase, the estimated current market value and the current location of such artwork. If any artwork listed in the enclosed statements of net worth or otherwise owned by the parties has been sold or otherwise disposed of in the last five years, please specify the sale price, the date of sale, to whom the artwork was sold and produce supporting documentation (e.g. bills of sale, receipts, etc). Please also advise what happened to the proceeds realized from the sale of this artwork.

- 2. During the cross-examination of Mr. Davies conducted on June 16, 2017, Mr. Davies testified that he had been selling his children's artwork for the preceding eight months, with proceeds from such sales amounting to approximately \$130,000 \$150,000. Please provide a complete listing of all artwork belonging to Mr. Davies' children that has been sold, including the sale price, the date of sale, to whom the artwork was sold and also produce supporting documentation, including documentation to support the purchase of such artwork by Mr. Davies' children (e.g. cheques, credit card statements, etc) and documentation to support the sale of such artwork by Mr. Davies (e.g. bills of sale, receipts, etc). Please also advise what happened to the proceeds realized from the sale of this artwork. If the Davies Family Trust, the Davies Arizona Trust, Aeolian Investments Ltd., John Davies, Judith Davies, or any of their children have gifted any artwork to any person in the past five years, please specify the identifying information, the purchase price, the date of purchase, the recipient of the gift and the approximate date of the gift.
- 3. Provide a complete listing of all furnishings, carpets, rugs, antiques, electronics and other such assets presently owned by the Davies Family Trust, the Davies Arizona Trust, John Davies, Judith Davies and Aeolian Investments Ltd. For each asset, please specify the identifying information, the purchase price, the date of purchase, the estimated current market value and the current location of such asset. If any of the furnishings, carpets, rugs, antiques, electronics or other such assets listed in the enclosed statements of net worth or otherwise owned by the parties have been sold or otherwise disposed of in the last five years, please specify the sale price, the date of sale, to whom the assets were sold and produce supporting documentation (e.g. bill of sale, receipt, etc). Please also advise what happened to the proceeds realized from the sale of these assets.
- 4. Provide details regarding the real property located at 80 Bond Street, Oshawa, Ontario, including the purchase price of the property, the date of purchase, the sale price, the date of sale and to whom it was sold, all with supporting documentation, including but not limited to the agreements of purchase and sale. Please advise what happened to the proceeds realized from the sale of this property.
- 5. Provide details regarding the real property located at 43971 W. Griffis Drive, Maricopa, Arizona, 85138, including the purchase price and the date of purchase, including supporting documentation (e.g. agreement of purchase and sale, warranty deed, etc). Please also provide information relating to the subsequent sale of the property by Mr. and Ms. Davies, including where the proceeds of the sale were directed and details regarding the purchaser, Ms. Jessica Stewart, including details regarding her relation, if any, to Bruce Stewart. Please also explain Mr. Davies' understanding as to why Ms. Stewart purchased the property in February 2014 and sold it one month later in March 2014.
- 6. Provide details regarding the loans receivable listed in the enclosed statements of net worth, including the date the funds were advanced, the amount advanced, the purpose for the advance, the terms of the loan, the amount repaid to date, the balance outstanding, the balance due and



owing, all with supporting documentation (e.g. loan agreements, promissory notes, account statements, etc).

- 7. Provide details regarding Mr. Davies' 15% interest in "The Guild" condominium project, including the amount invested and the estimated current value of his interest in the project, all with supporting documentation. If the project has since been sold, please provide details relating to the sale, including what happened to the proceeds realized from the sale.
- 8. Provide details regarding the Cobalt 242 Boat. In the enclosed statement of net worth for the Davies Family Trust, the boat is described as being a 2007 model, whereas in Mr. Davies' more recent disclosure, it is described as being a 2008 model. Please confirm the identifying details relating to the boat, including its purchase price, date of purchase, the make/model/year, the Vehicle Identification Number (or Hull Identification Number or serial number), its estimated current market value and the current location of the boat. Please also produce supporting documentation, including the certificate of ownership and the registration documentation.
- 9. Provide details regarding the two Sea Doo 225 watercraft, including their purchase price, date of purchase, make/model/year, Vehicle Identification Numbers (or Hull Identification Numbers or serial numbers), their estimated current market value and the current location of the watercraft. Please also produce supporting documentation, including the certificates of ownership and the registration documentation. If any of the watercraft listed in the enclosed statements of net worth or otherwise owned by the parties has been sold or otherwise disposed of in the last five years, please specify the sale price, the date of sale, to whom the watercraft was sold and produce supporting documentation (e.g. bills of sale, receipts, etc). Please also advise what happened to the proceeds realized from the sale.
- 10. Provide details regarding the Avon RIV, including the identifying information, its purchase price, date of purchase, make/model/year, Vehicle Identification Number (or serial number), estimated current market value and the current location of the asset. Please also produce supporting documentation, including the certificate of ownership and any registration documentation. If the asset has been sold or otherwise disposed of in the last five years, please specify the sale price, the date of sale, to whom the asset was sold and produce supporting documentation (e.g. bill of sale, receipt, etc). Please also advise what happened to the proceeds realized from the sale.
- 11. Provide details of the debt incurred in the intervening period between the enclosed statements of net worth and the asset and liability statements recently produced by Mr. Davies and the Davies Family Trust.

Our client also has serious concerns that Mr. Davies is now inappropriately incurring significant liabilities and, by extension, depleting assets contrary to the terms of the Court's Orders in this matter. In particular, during the cross-examination of Mr. Davies conducted on August 9, 2017, Mr. Davies testified that he has been borrowing funds from a friend, Edward Thomas, to pay down an American Express Card which he and Ms. Davies have been using to fund their lifestyle. Mr. Davies testified



that he has been doing this for approximately two months and, as at August 9, 2017, he owed Mr. Thomas \$64,000 in respect of these loans. On August 29, 2017, we received production of Mr. Davies' American Express statement for June 28 – July 27, 2017, which reveals that Mr. Davies incurred substantial charges for the month (in the amount of \$17,759.62), including for expensive dinners, golf club dues, liquor and other non-essentials. We ask that you please advise of the following with respect to these loans from Mr. Thompson:

- 1. Provide particulars regarding the arrangement between Messrs. Davies and Thomas whereby Mr. Thomas is paying off the American Express charges, including the terms of the arrangement and the contractual basis upon which Mr. Thomas is loaning funds to Mr. Davies.
- 2. Produce supporting documentation regarding the loans from Mr. Thomas to Mr. Davies, including but not limited to any loan agreements, correspondence evidencing the terms of the arrangement and any other relevant documents.
- 3. Advise as to the total quantum presently owing by Mr. Davies to Mr. Thomas and provide a detailed breakdown of the amount owing, including details relating to the dates of each advance, the amount of each advance, the method by which such funds were advanced, to whom the funds were advanced, and any supporting documentation.
- 4. Produce a sworn affidavit from Mr. Thomas attesting to his arrangement with Mr. Davies whereby he is paying the American Express charges, including the terms of the arrangement, the reason for the arrangement, the source of funds and any other relevant matters ancillary thereto, including that the source of the funds being advanced by Mr. Thomas is not Mr. Davies or a person or party (including any corporation or trust) related to him.

Please feel free to contact us if you would like to discuss any of the above. We look forward to your prompt response.

Yours truly,

Jonathan Bell

JB:ed Enclosures

c: Dentons Canada LLP (Kenneth Kraft and David McCutcheon)
Bennett Jones LLP (Sean Zweig and Joseph Blinick)
KSV Kofman Inc. (Bobby Kofman and Noah Goldstein)

John Davies Statement of Net Worth

ASSETS

Loans Receivable: 50,000 Loan to Memory Care Investments 250,000 Loan to McMurray Street Investments Loan to Memory Care Investments (Kitchener) Ltd. (Land Purchase) 500,000 50,000 Loan to Davies Family Trust (Deposit on Carefree Arizona Property)

LIABILITIES

McMurray Contingent Liability

300,000

Taxes (Estimate)

200,000

Equity Interest / Shareholdings (Projects Under Development):

McMurray Street Investments Inc. 28 McMurray Street, Bracebridge, Ontario 30% Equity Interest

Memory Care Investments (Oakville) Ltd. (103 + 109 Garden Drive, Oakville) 33.33% Equity Interest

Memory Care Investments (Burlington) Ltd. (114 Ghent Avenue, Burlington) 33.33% Equity Interest

"The Guild" Condominium Project, Scarborough Ontario 3655 Kingstyon Road, Scarborough, Ontario 15% Equity Interest

100

850,000

Total Assets \$ 850,100

Total Liabilities

500,000

Net Worth \$ 350,100

Davies Family Trust Statement of Net Worth

Statement of Net Worth					
ASSETS			LIABILITIES		396
Properties:			Mortgages/Line of Credit:		
1220 Parkers Point Road, Gravenhurst, Ontario P1P 1RZ	\$	3,800,000	Mortgage - 1220 Parkers Point Rd	\$	600,000
24 Country Club Drive, King City, Ontario L7B 1M5	*	1,600,000	Line of Credit - 1220 Parkers Point Rd	•	880,000
43971 W. Griffis Drive, Maricopa, Arizona, 85138		250,000	Mortgage - 24 Country Club Lane		1,100,000
28 McMurray Street, Bracebridge, Ontario, P1L 2A1		650,000	Mortgage - 80 Bond Street, Oshawa		100,000
80 Bond Street Oshawa, Ontario		180,000		\$	2,680,000
	\$	6,480,000			
Artwork:					
Robert Bateman "Window Into Ontario"		140,000			
Bill Reid "Rayen Stealing the Light" Haida Carving		150,000			
Lionel Samuels "Killer Whale and Salmon" Sculpture Haida Carving		20,000			
Luke Marston "Raven Transformation Mask"		35,000			
Christiam Morrisseau "The Old Woman Lies Down"		25,000			
Norval Morrisseau "Subway Series" 10 Limited Edition Serigraphs		15,000			
Gaston Rebry "Winter Scene"		15,000			
Gaston Rebry "Montreal River"		10,000			
Kenoujulak "Caribou" inuit Sculpture		10,000			
Kenoujuiak "Sedna" inuit Sculpture		7,500			
Sean Yellen "Vanishing Point"		25,000			
Sean Yellen "Don Valley Overpass"		10,000			
Rachael Berman "Black Apples of Gower"		20,000			
Miscellaneous Oil Painting / Limited Edition Prints		20,000			
Bill Henderson "Haida Paddles x 2"		10,000			
	\$	512,500			
firmulahinan Badana Balah					
Furnishings Parkers Point: Extensive Collection of Limited Edition "Stickley" Furnishings		250,000			
2007 Cobalt 242 Boat		60,000			
2 x Sea Doo 225 Watercraft		20,000			
Ávon RIV -		10,000			
Miscellaneous Furnishings / Afghan Carpets		50,000			
14 (10 political and 1 and 10 political	\$	390,000			
-3	•				
Furnishings Country Club Drive:					
Miscellaneous Furnishing, Artwork, Antiques, Electronics	\$	100,000			
28					
Furnishings Arizona:					
Miscellaneous Furnishings, Artwork, Electronics	\$	50,000			
Loans Receivable:					
Loan to Forest City Tire (Brother in Law's Repair Centre)		115,000			
Loan to Bruce Stewart		95,000			
Loan to David Del Mastro		45,000			
Loan to Muskoka Wharf Marine	-	12,000			
• *	\$	267,000			
— · · · · · · · · · · · · · · · · · · ·		7 700 500	Total Habilitas	-	2 600.000
Total Ass	ets 🗦	7,799,500	Total Liabilities	-	2,680,000
,		F 440: F00			
Net Wo	rın <u>Ş</u>	5,119,500			

TAB B

THIS IS EXHIBIT "B"

REFERRED TO IN THE AFFIDAVIT OF

ALICIA HAGGART

SWORN BEFORE ME

THIS 12th DAY OF OCTOBER 2018

Commissioner for Taking Affidavits, etc.

Michael Beeforth



Michael Beeforth

michael.beeforth@dentons.com D +1 416 367 6779 Dentons Canada LLP 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON, Canada M5K 0A1

大成 Salans FMC SNR Denton McKenna Long dentons.com

File No.: 569424-2

November 30, 2017

SENT VIA E-MAIL

Jonathan Bell Bennett Jones 3400 One First Canadian Place P.O. Box 130 Toronto, ON M5X 1A4

Dear Mr. Bell:

RE: KSV Kofman Inc. v. John Davies et al.

Further to your letter dated November 9, 2017 and our subsequent discussions, please find attached an affidavit sworn by Mr. Davies in response to your client's most recent inquiries. The information set out in Mr. Davies' affidavit is everything that he has been able to locate or recall to date. If your client has any follow-up questions or inquiries, we would appreciate receiving these in advance of any cross-examination you may schedule so that we can search for relevant documentation and information.

As an overall observation, many of your client's recent demands for information, as well as the prior demands which were the subject of our October 16th letter, relate to assets that were purchased and sold well before the Mareva order was initially granted in June — including some dating back nearly 10 years ago. These demands are well outside the scope of disclosure required by the order and Mr. Davies was under no obligation to respond to them. Nevertheless, he has agreed to provide this information in an effort to be transparent and satisfy your client that he has no remaining assets, and has put in considerable effort to gather up the documents and information that we have produced. We hope that your client recognizes this effort and is prepared to move forward in good faith towards resolving this matter rather than continuing to spend time and money searching for assets that do not exist.

We look forward to hearing from you regarding Mr. Davies' cross-examination, and any additional inquiries that may arise from the attached affidavit.

Yours truly,

Dentons Canada LLP

Michael Beeforth

DMB/

cc. Sean Zweig, Bennett Jones LLP

David McCutcheon

TAB C

THIS IS EXHIBIT "C"

REFERRED TO IN THE AFFIDAVIT OF

ALICIA HAGGART

SWORN BEFORE ME

THIS 12th DAY OF OCTOBER 2018

Commissioner for Taking Affidavits, etc.

Michael Beeforth

REA Onterio Real Estate Association

Agreement of Purchase and Sale Condominium Resale

Form 101 for use in the Province of Ontario

		**					4.0
This /	Agreement of Purchase and Sale dated	this .22	day of August	DS	DS / A	**********************	20.18
BUY	ER, Elisabeth Giannini and Cl	naries MacLe	220	$\mathcal{E}g$	CM	agree	s to purchase from
2	n_{α}	(Full le	gal names of all Buyers)				02m
ŠEĹL	John Byan Davies And Ju	dith Lenore	Davies Moskowitz C jal names of all Sellers)	apital Morto	gage Fund II I	nc. via Power	of Sale / 2 / / / , the following
	PERTY:		•				10
a uni	t in the condominium property known	as Unit	nent/Townhouse/Sulte/Unit)	<u></u>	****************	No	18
locat	ed of 24 COUNTRY CLUB D	R		#EP#4+4P################################	\$\$444444444444		**********
in the	Municipality of	King	************************************		y y e z ell than y en y b bli en e t n e e	*************	£46.94444255444634544453
being	York Region Vacant Land (Legal Name of Cond	Condominium Cominium Corpora	n Corporation	Condomi	nium Plan No 🤶	99	************
Unit	Number 18	Level No	. 1	Building N	Ö	togeth	er with ownership
or ex	clusive use of Parking Space(s)	(Ñ	umber(s), Level(s))	7424877477444444	, logeth	er with ownership	or exclusive use of
Locke	er(s)(Number(s), Level(s))	*****************	, loget	her with Seller	s proportionate u	ndivided tenancy-i	n-common interest
in the	e common elements appurtenant to th	e Unit as descri	bed in the Declaration an	d Description i	ncluding the exc	lusive right to use :	such other parts of
	ommon elements appurtenant to the L ents appurtenant thereto, and the excl						est in the common
PUR	CHASE PRICE:				Dollars (C	DN\$ 1,399,00	0.00
On	e Million Three Hundred Nin	ety-Nine Tho	ousand	*******		***************************************	Dollars
DEP	OSIT: Buyer submits Upon accept	ance (Herew	rith/Upon Acceptance/as office	arwise described	in this Agreement)	************	***************************************
Ser	venty-Five Thousand					**	
	egotiable cheque payable to Re/M	ax Hallmark	Realty Ltd., Brokers	age		"Danasit !	Holder" to be held
by n	egonable creque payable to	nation of this Ac	rannont and to be credite	od toward the	Aurchasa Price or	completion For t	ne numoses of this
Aare	ement, "Upon Acceptance" shall med	an that the Buye	r is required to deliver the	deposit to the	Deposit Holder	within 24 hours of	the acceptance of
this A	Agreement. The parties to this Agreem leposit in trust in the Deposit Holder's	nent hereby ack	nowledge that, unless othe	rwise provided	I for in this Agree	ement, the Deposit	Holder shall place
Buy	er agrees to pay the balance a	s more partic	ularly set out in fiched	lul _{®s} A attach	ed.		
SCH	EDULE(S) A.B	. 40~;**************	$-\sqrt{\varepsilon g}$	(M	ached hereto	form(s) part of (his Agreement.
٦.	IRREVOCABILITY: This offer shall be	pe irrevocable by	Buyer Seller		_	:00 p.m.	on the .23
	day of August	********		., 20 <u>18</u> , a	fter which time, i	f not accepted, this	offer shall be null
	and void and the deposit shall be ret				1550	CM CM	εg
2.	COMPLETION DATE: This Agreement				A. J. day of .	ACCORDE!	
	20 18 Upon completion, vac	ant possession o	of the property shall be giv	en to the Buye I	r unless otherwise	provided for in th	is Agreement.
	1	NITIALS OF B	UYER(S): CG O	<u> </u>	INITIA	LS OF SELLER(S)	· (An)
R	The trademorks REALTORS, REALTORS and the Association (CREA) and identify real extate professions.	REALTOR® logo are isslonals who are mor	controlled by The Canadian Real I nbers of CREA. Used under Icanse	Eslota			,
© 20 by in	18, Ordario Real Estate Association ("OREA"). All members and licensess any. Any other use or rep	rights reserved. This prohibite	form was developed by OREA for to diexcept with prior written consent shallful for them.	he use and reprodu of OREA. Do not a	ction ler Ea	واستيسط ۲۵۴ سس	017 Bana 1 - 27

'jima	INITIALS OF BUYER(S): OF SELLER(S): (1)
	ar an additional cost of:
8.	PARKING AND LOCKERS: Parking and Lockers are as described above or assigned as follows:
	Common elements maintenence fee (\$360.00/mo), water and sewage charges (\$276.44/mo)
	Property are approximately \$ 636.44 per month, which amount includes the following:
7.	COMMON EXPENSES: Seller warrants to Buyer that the common expenses presently payable to the Condominium Corporation in respect of the
	The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.
	HWT (if rental) - (as is) currently leaking
6.	RENTAL ITEMS (Including Lease, Lease to Own): The following equipment is rented and not included in the Purchase Price. The Buyer's agrees to assume the rental contract(s), if assumable:
5.	FIXTURES EXCLUDED:
	Unless otherwise stated in this Agreement or any Schedule hereto. Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all Items, encumbrances or claims affecting the said fixtures and chattels.
	dishwasher, built in fridge, built in stovetop/oven with warming drawer, washer & dryer, central air conditioning, central vacuum and attachments (as is), sprinkler system, pool table and accessories, large panasonic TV as seen, water softener
	all electric light fixtures, all window coverings, garage door openers and remotes, s/s microwave, built in
4.	CHATTELS INCLUDED:
	Email Address: mike.mealia@gmail.com
	FAX No.: FAX No.: [For delivery of Documents to Seller] [For delivery of Documents to Buyer]
	Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices. Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or small address is provided herein, when transmitted electronically to that facsimile number or small address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

9.	HSTs If the sale of the Property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be
—os	Included in the Purchase Price. If the sale of the Property is not subject to HST, Seller agrees to certify an or before [included in/in addition to]
M	closing, that the sale of the Property is not subject to HST. Any HST on chartels, if applicable, is not included in the Property is not subject to HST. Any HST on chartels, if applicable, is not included in the Property is
10.	TITLE SEARCH: Buyer shall be ollowed until 6:00 p.m. on the
ε_q	to examine the title to the Property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no
Ug	
	outstanding work orders or deficiency notices affecting the Property, and that its present use (single family residential may be lawfully continued. If within that time any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said
	present use may not lawfully be continued, is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain
	insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the
	Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all montes paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be
	liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer
	shall be conclusively deemed to have accepted Seller's title to the Property. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the Property, and Seller agrees to execute and deliver such
	felecting to buyer details or all constanting work cross and deliciency indices allecting the Property, and Select agrees to execute and deliciency indices allecting the Property, and Select agrees to execute and deliciency indices allecting the Property, and Select agrees to execute and deliciency indices allecting the Property, and Select agrees to execute and deliciency indices allecting the Property, and Select agrees to execute and deliciency indices allecting the Property, and Select agrees to execute and deliciency indices allecting the Property, and Select agrees to execute and deliciency indices allecting the Property, and Selecting the Property and Se

- 11. TITLE: Buyer agrees to accept title to the Property subject to all rights and easements registered against title for the supply and installation of telephone services, electricity, gas, sewers, water, television cable facilities and other related services; provided that title to the Property is otherwise good and free from all encumbrances except: (a) as herein expressly provided; (b) any registered restrictions, conditions or covenants that run with the land provided such have been complied with; (c) the provisions of the Condominium Act and its Regulations and the terms, conditions and provisions of the Declaration, Description and Bylaws, Occupancy Standards Bylaws, Including the Common Element Rules and other Rules and Regulations; and (d) any existing municipal agreements, zoning bylaws and/or regulations and utilities or service contracts.
- 12. CLOSING ARRANGEMENTS: Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, nonregistrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lowyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
- 13. STATUS CERTIFICATE AND MANAGEMENT OF CONDOMINIUM: Seller represents and warrants to Buyer that there are no special assessments contemplated by the Condominium Corporation, and there are no legal actions pending by or against or contemplated by the Condominium Corporation. The Seller consents to a request by the Buyer or the Buyer's authorized representative for a Status Certificate from the Condominium Corporation. Buyer acknowledges that the Condominium Corporation may have entered into a Management Agreement for the management of the condominium property.
- 14. DOCUMENTS AND DISCHARGE: Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Seller. Seller agrees to deliver to Buyer, if it is possible without incurring any costs in so doing, copies of all current condominium documentation of the Condominium Corporation, including the Declaration, Description, By-laws, Common Element Rules and Regulations and the most recent financial statements of the Condominium Corporation. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form an completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonableperiod of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
- 15. MEETINGS: Seller represents and warrants to Buyer that at the time of the acceptance of this Offer the Seller has not received a notice convening a special or general meeting of the Condominium Corporation respecting; (a) the termination of the government of the condominium property; (b) any substantial alteration in or substantial addition to the common elements or the renovation thereof; OR (c) any substantial change in the assets or liabilities of the Condominium Corporation; and Seller covenants that if Seller receives any such notice prior to the date of completion Seller shall forthwith notify Buyer in writing and Buyer may thereupon at Buyer's option declare this Agreement to be null and void and all monies paid by Buyer shall be refunded without interest or deduction.

INITIALS OF BUYER(S)

INITIALS OF SELLER(S):

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\$2018, Ontario Reol Estate Association ("CREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not after the production of the content of the con

- 16. INSPECTION: Buyer acknowledges having had the opportunity to inspect the Property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the Property.
- 17. APPROVAL OF THE AGREEMENT: In the event that consent to this sale is required to be given by the Condominium Corporation or the Board of Directors, the Seller will apply forthwith for the requisite consent, and if such consent is refused, then this Agreement shall be null and void and the deposit monies paid hereunder shall be refunded without interest or other penalty to the Buyer.
- 18. INSURANCE: The Unit and all other things being purchased shall be and remain at the risk of the Seller until completion. In the event of substantial damage to the Property Buyer may at Buyer's option either permit the proceeds of insurance to be used for repair of such damage in accordance with the provisions of the Insurance Trust Agreement, or terminate this Agreement and all deposit monies paid by Buyer hereunder shall be refunded without interest or deduction. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
- 19. DOCUMENT PREPARATION: The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer.
- 20. RESIDENCY: (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale, Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 21. ADJUSTMENTS: Common Expenses; realty taxes, including local improvement rates; mortgage interest; rentals; unmetered public or private utilities and fuel where billed to the Unit and not the Condominium Corporation; are to be apportioned and allowed to the day of completion itself to be apportioned to the Buyer. There shall be no adjustment for the Seller's share of any assets or liabilities of the Condominium Corporation including any reserve or contingency fund to which Seller may have contributed prior to the date of completion.
- 22. PROPERTY ASSESSMENT: The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the Property, save and except any property taxes that accrued prior to the completion of this transaction.
- 23. TIME LIMITS: Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 24. TENDER: Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion.

 Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 25. FAMILY LAW ACT: Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 26. UFFI: Seller represents and warrants to Buyer that during the time Seller has owned the Property, Seller has not caused any building on the Property to be insulated with insulation containing urgaformaldehyde, and that to the best of Seller's knowledge no building on the Property contains or has ever contained insulation that contains urgaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 27. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE: The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 28. CONSUMER REPORTS: The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 29. AGREEMENT IN WRITING: If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 30. TIME AND DATE: Any reference to a time and date in this Agreement shall mean the time and date where the Property is located.

INITIALS OF BUYER(5):

eq m

INITIALS OF SELLER/S)

· M

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SIGNED, SEALED AND DELIVERED in the presence of:	"INLWITNESS	whereof I have hereunto set my han	d and seg/22/2018 9:29 AM ED	سيد
постью, октью гите мынтыпью ин ніц ризовко Ог.			▲ .	1
Witness	Elisateth Gia	iolocioci	(Seal) 9 (22 (2019) 9.25 AM F	\ ~
	Thank Mac	lean	(Seal) 8/22/2018 8:35 AM EI) į
(Vilness)	16E668B61A914B8		(Seal)	
the Undersigned Seller, agree to the above offer. It is pay commission, the unpaid balance of the commopplicable), from the proceeds of the sale prior to any	nereby irrevocably insission together with a	truct my lawyer to pay directly to the ipplicable Harmonized Sales Tax (c	ne brokerage(s) with whom I have agreed and any other taxes as may hereafter be by the brokerage(s) to my lawyer.	
IGNED, SEALED AND DELIVERED in the presence of:	IN WITNESS	whereof Argve hereunto set my hand	d'and seal:	
Xm/	13 1/	32/ /	DATE / 1/2 / / 0	
Witness)	(Seller)	//	(Seal)	
	(Seller)		DATE	
Witness)	* *		(seal)	
POUSAL CONSENT: The undersigned spouse of the aw Act, R.S.O.1990, and hereby agrees to execute a	e Seller hereby conser all necessary or incide	nts to the disposition evidenced here ental documents to give full force and	in pursuant to the provisions of the Family deffect to the sale evidenced herein.	
Witness)	(Spouse)	***************************************	(Seal)	
CONFIRMATION OF ACCEPTANCE: Notwithstand	ing anything containe	d herein to the contrary, I confirm th 8/23/2018	is Agreement with all changes both typed 4:43 PM EDT	
and written was finally accepted by all parties at	a.m./p.mthis .	Docugianed by:	DocuSigned by	
		Elisabeth Giannini	Charlie Madean	
		FAF06B3A2D29444 (Signatur	re of Seller or Buxer 1914B8	
Co-op/Buyer Brokerage ROYAL LEPAGE F BILL PARNABY	###******	/ Broker Name)	(905) 857-0651	
	ACKNOW	LEDGEMENT		
acknowledge receipt of my signed copy of this accepturchase and Sale and Salhorize the Brokerage to forward	oted Agreement of d a copy to my lawyer_	Bushismend, Sale and I authorize th	ted copy of this accepted Agreement of the Brokerage to forward a copy to my lawyer. 8/23/2018 4:43	Р
5/10/	DATE /44523/14_	Elisaleth Giannini Rocusigned by	DATE ,	
Seller)	DATE	Liaru Mallan	8/23/2018 4:43	F
Seller)	(1-7 1)	(Buver)	······································	
Address for Service	/ < 07 7 CT	Address for Service		
	2.,31 <i>1-1</i> .88	Y	Tel.No	
seller's Lawyer JUNA / CIKE SK	Y	Buyer's Lawyer		
Address Goldman Sloan Nas	Haber	Address	***************************************	
duid Dachh	on	Email		
Email	-T	Enrall management and a second		
***************************************	X No.	Tel.No.	FAX No.	
Tel.No.		***************************************	(Tel No.,FAX No)	
Property Manager:	72 11 6		לסגו ציעילייסגו ופול	
- 14	(Address)			
Property Manager:	COMMISSION TO	RUST AGREEMENT		
Property Manager:	commission to nent of Purchase and Sal he foregoing Agreement Rules and Regulations of and shall be subject to a	e: of Purchase and Sale, I hereby declare it my Real Estate Board shall be receivable and governed by the MLS® Rules pertainin	and held in frust, i his agreement shall constitute t	
Property Manager: [Name] FOR OFFICE USE ONLY To: Co-operating Brokerage shown on the foregoing Agreem in consideration for the Cooperating Brokerage procuring to connection with the Transportion as contemplated in the MLS® Rules a Commission Trust Agreement as defined in the MLS® Rules	commission to nent of Purchase and Sal he foregoing Agreement Rules and Regulations of and shall be subject to a	e: of Purchase and Sale, I hereby declare it my Real Estate Board shall be receivable and governed by the MLS® Rules pertainin	and held in trust. This agreement stidil constitute ing to Confinission Tust	



Form 101 for use in the Province of Ontario

Schedule A

Agreement of Purchase and Sale – Condominium Resale

Toronto Real Estate Board

This Schedule is attached to and forms part of the A	Agreement of Purchase and Sale between:	DS	DS
BUYER, Elisabeth Giannini and Charles	MacLean	EG	(M
SELER John Evan Davics And Judith L			
for the purchase and sale of 24 COUNTRY C	CLUB DR	King	<u></u>
•	dated the 22 day of August		20 18

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

This Offer is conditional upon the Buyer arranging, at the Buyer's own expense, a new FIRST Charge/Mortgage satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 5:00 p.m., (5) FIVE BUSINESS DAYS FOLLOWING ACCEPTANCE, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

This Offer is conditional upon the inspection of the subject property by a home inspector at the Buyer's own expense, and the obtaining of a report satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 5:00 p.m., (5) FIVE BUSINESS DAYS FOLLOWING ACCEPTANCE that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the property for the purpose of this inspection. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

This offer is conditional upon the Buyer and the Buyer's lawyer reviewing the Status Certificate and Attachments and finding the Status Certificate and Attachments satisfactory in the Buyer's and the Buyer's lawyer's sole and absolute discretion. The Seller agrees to request at the Seller's expense, the Status Certificate and Attachments within 3 BUSINESS days after acceptance of this Offer. Unless the buyer gives notice in writing to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 5 p.m. on the FIFTH BUSINESS day (excluding Saturdays, Sundays and Statutory Holidays) following receipt by the buyer of the Status Certificate and Attachments, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



OREA Ontario Real Estate Association

Form 101 for use in the Province of Ontario

Schedule A

Agreement of Purchase and Sale – Condominium Resale

Toronto Real Estate Board

ŕ	ini and Charles MacLean cs And Judith Lenore Davies Moskowitz Capital Mortga	eg (M., and
	24 COUNTRY CLUB DR	
	dated the 22 day of August	
will be in good working representation and warm	d warrants that the chattels and fixtures as included in the order and free from all liens and encumbrances on companty shall survive and not merge on completion of this transaction.	pletion. The Parties agree that this
will be in good working representation and warr of the property at complete the Seller agrees to proceed on Survey of Said passements, rights-of-war	order and free from all liens and encumbrances on come any shall survive and not merge on completion of this transaction. The vide, at the Seller's own expense, not later than 5:00 p.m. property showing the current location of all structures, buy, and encroachments affecting said property. The Seller that there have been no additions to the structures, building	pletion. The Parties agree that this ransaction, but apply only to the state in. on August 30, 2018, an existing uildings, fences, improvements, r will further deliver, on completion, a

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): 08 08 05

INITIALS OF SELLER(5):



Onterio Real Estate **Association**

Schedule B Agreement of Purchase and Sale

Form 105 for use in the Province of Ontario

This Schedule is attached to and forms part of	the Agreement of Purchase and Sale be	tween:	Ds (A)
BUYER, Elisabeth Giannini and	Charles MacLean		eg (M
Seller, John Evan Davies and Judith			nd II Inc. via Power of Sale.
for the property known as 24 Country Clu			
L7B 1M5	dated the22nd	day ofA	ugust , 20.18

In accordance with Subsection 27 of the Real Estate and Business Brokers Act, 2002 (the "Act"), RE/MAX Hallmark Realty Ltd., Brokerage (the "Brokerage"), will be the deposit holder of the Buyer's deposit which is given to the Brokerage to be held in trust with respect to this Agreement of Purchase and Sale. The deposit will be held by RE/MAX Hallmark Realty Ltd. in its real estate trust bank account which earns a variable interest rate of TD Canada Trust's Prime rate minus 1.95% per annum (for example, as of January 18, 2018, Prime was 3.45% which resulted in interest paid at a rate of 1.50%).

The beneficial owner of the trust money must provide their Social Insurance Number not later than Thirty (30) days following the completion of the transaction if they would like to receive interest. Corporations do not need to provide a Social Insurance Number. There is a One Hundred Dollar (\$100.00) administrative fee for each transaction with a deposit. Should the amount of interest calculated be more than \$100.00 the deposit holder will waive the administrative fee and pay the interest it receives on the deposit to the beneficial owner of the trust money. If the calculated interest is less than \$100.00 no interest will be paid and no additional administrative fees will be owing. This agreement and direction must be included in the Agreement of Purchase and Sale by attaching this form as a schedule.

All interest generated by trust deposits that qualify for interest payments in accordance with the prior paragraph will be payable to the beneficial owner of the trust money upon completion of this transaction (referred to above). If required, a T5 will be issued for the interest amount as soon as possible after the closing or following the end of each calendar year, whichever comes first. Any interest cheques issued and not negotiated within six (6) months from the date of issue shall be subject to an additional administration fee up to a maximum of \$100.00 or the value of the interest cheque.

Your initials acknowledge receipt of this disclosure and confirms your agreement and direction as to whether or not you would like to receive the interest earned on the deposit. The parties to this Agreement of Purchase and Sale hereby acknowledge and agree that the Brokerage shall be entitled to retain any interest earned or received on the deposit if the conditions precedent to payment of interest have not been satisfied. This agreement and direction for interest on the deposit will supersede any existing disclosures found within this Agreement of Purchase and Sale.

The Seller represents and warrants that during the time the Seller has owned the property, the use of the property and the buildings and structures thereon has not been for the growth or manufacture of any illegal substances, and that to the best of the Seller's knowledge and belief, the use of the property and the buildings and structures thereon has never been for the growth or manufacture of illegal substances. This warranty shall survive and not merge on the completion of this transaction.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S)

INITIALS OF SELLERIS

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Form 105 Revised 2008 Page 1 of 2 WEBForms® Dec/2016



Schedule B Agreement of Purchase and Sale

Toronto Real Estate Board

Form 105

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:	DS	DS
This Schedule is attached to and forms part of the Agreement of Purchase and Sale between: BUYER, Elisabeth Giannini and Charles MacLean	(M)	Eq. and
SELER John Evan Davies and Judith Lenore Davies Moskowitz Capital Mortgage F	Eund.II. In	ncvia.Power.of.Sale
for the property known as 24 Country Club Dr., King City, ON	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
L7B 1M5 dated the 22nd day of Au	gust	, 20. 18

The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

In accordance with the Federal Privacy Act, upon the fulfilment or removal of all conditions that form part of the Agreement, all parties to this transaction consent to the publication and distribution of the sale/lease price of the property. The Brokerages and their Sales Representatives are authorized to advertise and disclose the sale price to other REALTORs and to the public, while conducting and promoting their daily Real Estate activities, provided that the Seller(s) or the Buyer(s) are not specifically disclosed.

The Buyers hereby warrant that they are not related to and have never had any friendships, social or business dealings or associations with either of John Evan Davies and Judith Lenore Davies, the Sellers of 24 Country Club Drive. The Buyers further warrant that if they successfully purchase 24 Country Club Drive from the Sellers, there will be no benefits transferred or received by either party in any manner whatsoever other than what is set out and agreed to in this Agreement of Purchase and Sale.

This Offer is CONDITIONAL for 6 business days from the date of the removal/waiving of all the Buyer's conditions in this Agreement of Purchase and Sale, upon the court approving this Agreement of Purchase and Sale. Failing which, the Agreement of Purchase and Sale becomes null and void and the Buyer's deposit shall be returned in full without penalty. This condition is inserted for the benefit of the Seller and may be waived by the Seller only within the conditional time frame.

CM.

Purchaser acknowledges that the property herein is being sold by Notice of Sale Under Mortgage by the Seller and agrees that the Seller shall not be responsible for any damages and costs in the event that any party whatsoever including the current owner prevents the sale from taking place. The delivery of possession is subject to the current owner vacating the property on or before closing.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

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INITIALS OF SELLER(S):

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Form 105 Revised 2008 Page 2 of 2 WEBForms® Dec/2016

TAB D

THIS IS EXHIBIT "**D**"

REFERRED TO IN THE AFFIDAVIT OF

ALICIA HAGGART

SWORN BEFORE ME

THIS 12th DAY OF OCTOBER 2018

Commissioner for Taking Affidavits, etc.

Michael Beeforth

Beeforth, Michael

From:

David Nakelsky <davidn@gsnh.com>

Sent:

August 30, 2018 12:38 PM

To:

Beeforth, Michael

Subject:

Moskowitz Capital Mortgage Fund II Inc.

See below

From: Bobby Kofman [mailto:bkofman@ksvadvisory.com]

Sent: August-29-18 10:39 PM

To: David Nakelsky <davidn@gsnh.com>; Sean Zweig <zweigs@bennettjones.com>

Cc: Noah Goldstein <ngoldstein@ksvadvisory.com> **Subject:** Re: Moskowitz Capital Mortgage Fund II Inc.

Yes. I'm fine.

Bobby Kofman

President and Managing Director

KSV Advisory Inc.

(o) 416.932.6228

(c) 647.282.6228

bkofman@ksvadvisory.com

From: David Nakelsky < davidn@gsnh.com >

Sent: Wednesday, August 29, 2018 10:27 PM

To: Sean Zweig

Cc: Bobby Kofman; Noah Goldstein; Beeforth, Michael; Valerie (demelo@gsnh.com)

Subject: RE: Moskowitz Capital Mortgage Fund II Inc.

Hello Sean

Kindly advise if the Receiver has agreed to accept my undertaking and when I can get a discharge of the order.

DAVID L.

NAKELSKY, B.A., LLB, J.D.

Partner



dedicated to your success

We're social, follow us:



Suite 1600 | 480 University Avenue | Toronto ON | M5G 1V2

416 597 9922 ext. 396 | Fax 416 597 3370 | davidn@gsnh.com | www.gsnh.com

Assistant | Cheryl Ash | 416 597 9922 Ext. 397 | ash@gsnh.com

Assistant | Valerie De Melo | <u>416 597 9922 Ext. 398</u> | $\underline{\text{demelo@gsnh.com}}$

Assistant | Gabriela Parreira | 416 597 9922 Ext. 401 | parreira@gsnh.com

Assistant | Cristina Teixiera | 416 597 9922 Ext. 220 | teixeira@gsnh.com

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From: Sean Zweig [mailto:ZweigS@bennettjones.com]

Sent: August-28-18 10:21 AM

To: David Nakelsky < davidn@gsnh.com >

Cc: bkofman@ksvadvisory.com; ngoldstein@ksvadvisory.com; Beeforth, Michael < michael.beeforth@dentons.com >

Subject: RE: Moskowitz Capital Mortgage Fund II Inc.

David,

I have reviewed the APS with the Receiver.

The Receiver is prepared to discharge the Mareva from title to the property on closing, provided that (i) you provide adetailed schedule of the proceeds following the sale, and (ii) you undertake that no proceeds will be disbursed to any person other than your client or CRA without the prior written consent of the Receiver or an Order of the Court.

Please let me know if you have questions or want to discuss.



Sean Zweig

Partner, Bennett Jones LLP

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4

T. 416 777 6254 | F.416 863 1716

E. zweigs@bennettjones.com

From: David Nakelsky < davidn@gsnh.com >

Sent: 27 August 2018 12:36 PM

To: Sean Zweig < ZweigS@bennettjones.com

Cc: bkofman@ksvadvisory.com; ngoldstein@ksvadvisory.com; Beeforth, Michael < michael.beeforth@dentons.com >

Subject: RE: Moskowitz Capital Mortgage Fund II Inc.

I attach a copy of the APS for you to discuss with your client.

David

DAVID L.

NAKELSKY, B.A., LLB, J.D.

Partner



dedicated to your success

We're social, follow us:



Suite 1600 | 480 University Avenue | Toronto ON | M5G 1V2

416 597 9922 ext. 396 | Fax 416 597 3370 | davidn@gsnh.com | www.gsnh.com

Assistant | Cheryl Ash | 416 597 9922 Ext. 397 | ash@gsnh.com

Assistant | Valerie De Melo | 416 597 9922 Ext. 398 | demelo@gsnh.com

Assistant | Gabriela Parreira | 416 597 9922 Ext. 401 | parreira@gsnh.com

Assistant | Cristina Teixiera | 416 597 9922 Ext. 220 | teixeira@gsnh.com

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From: Sean Zweig [mailto:ZweigS@bennettjones.com]

Sent: August-24-18 11:06 AM

To: David Nakelsky < davidn@gsnh.com>

Cc: bkofman@ksvadvisory.com; ngoldstein@ksvadvisory.com; Beeforth, Michael < michael.beeforth@dentons.com >

Subject: RE: Moskowitz Capital Mortgage Fund II Inc.

David,



Sean Zweig

Partner, Bennett Jones LLP

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4

T. 416 777 6254 | F.416 863 1716

E. zweigs@bennettjones.com

From: Sean Zweig

Sent: 23 August 2018 8:55 PM

To: 'David Nakelsky' < davidn@gsnh.com>

Cc: bkofman@ksvadvisory.com; ngoldstein@ksvadvisory.com; Beeforth, Michael < michael.beeforth@dentons.com >

Subject: RE: Moskowitz Capital Mortgage Fund II Inc.

David,

I have a call in to Michael at Dentons to get some additional context. I will get back to you once after I connect with him. In the interim, it would be helpful if someone could send us the offer.



Sean Zweig

Partner, Bennett Jones LLP

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4

T. <u>416 777 6254</u> | F.<u>416 863 1716</u>

E. zweigs@bennettjones.com

From: David Nakelsky < davidn@gsnh.com >

Sent: 23 August 2018 2:27 PM

To: Sean Zweig < ZweigS@bennettjones.com>

Cc: bkofman@ksvadvisory.com; ngoldstein@ksvadvisory.com; Beeforth, Michael < michael.beeforth@dentons.com >

Subject: Moskowitz Capital Mortgage Fund II Inc.

Good afternoon, Sean

The Davies matter has been stalled for far too long and our client's interest has been accumulating daily. We would like to move this matter ahead. Davies was presented with an agreement of purchase and sale for \$1,399,000.00 and

The aforesaid price of \$,399,000 is the highest price and best price that Davies could get. Can you meet with your client and find out if they would remove the Mareva order from title so that a sale can take place. We will provide you with a detailed schedule of monies following the sale.

David

DAVID L.

NAKELSKY, B.A., LLB, J.D.

Partner



dedicated to your success

We're social, follow us:



Suite 1600 | 480 University Avenue | Toronto ON | M5G 1V2

416 597 9922 ext. 396 | Fax 416 597 3370 | davidn@gsnh.com | www.gsnh.com

Assistant | Cheryl Ash

416 597 9922 Ext. 397 ash@gsnh.com

Assistant | Valerie De Melo | 416 597 9922 Ext. 398 | demelo@gsnh.com

Assistant | Gabriela Parreira | 416 597 9922 Ext. 401 | parreira@gsnh.com

Assistant | Cristina Teixiera | 416 597 9922 Ext. 220 | teixeira@gsnh.com



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Divisional Court File No.: 533/17 (Court File No. CV-17-11822-00CL)

AEOLIAN INVESTMENTS LTD. et al. Defendants (Appellants)

ONTARIO
DIVISIONAL COURT,
SUPERIOR COURT OF JUSTICE

Proceeding commenced at TORONTO

(sworn October 12, 2018)

AFFIDAVIT OF ALICIA HAGGART

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

Kenneth D. Kraft

LSO #: 31919P Tel.: (416) 863-4374

Fax: (416) 863-4592

kenneth.kraft@dentons.com

Michael Beeforth

LSO #: 58824P

Tel.: (416) 367-6779 michael.beeforth@dentons.com

Lawyers for the Defendants (Appellants), John Davies and Aeolian Investments Ltd.

and

KSV KOFMAN INC. Plaintiff (Respondent)

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TAB 6

Court File No. CV-17-11822-00CL

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

CALOR COURT OF		
THE HONOURABLE)	WEDNESDAY, THE 30 th
MR. JUSTICE MYERS	ý	DAY OF AUGUST, 2017
RETWEEN		

KSV KOFMAN INC. IN ITS CAPACITY AS RECEIVER AND MANAGER OF CERTAIN PROPERTY OF SCOLLARD DEVELOPMENT CORPORATION, MEMORY CARE INVESTMENTS (KITCHENER) LTD., MEMORY CARE INVESTMENTS (OAKVILLE) LTD., 1703858 ONTARIO INC., LEGACY LANE INVESTMENTS LTD., TEXTBOOK (525 PRINCESS STREET) INC. AND TEXTBOOK (555 PRINCESS STREET) INC.

Plaintiff

- and -

JOHN DAVIES AND AEOLIAN INVESTMENTS LTD.

Defendants

ORDER

NOTICE

If you, the defendants and intended defendants, John Davies in your personal capacity and in your capacity as trustee and/or representative of both the Davies Arizona Trust and the Davies Family Trust (in all such capacities, "Mr. Davies"), Judith Davies in your personal capacity and in your capacity as trustee and/or representative of the Davies Family Trust (in all such capacities, "Ms. Davies"), Gregory Harris solely in your capacity as trustee and/or representative of the Davies Family Trust ("Mr. Harris") and Aeolian Investments Ltd. ("Aeliaan" and, collectively with Mr. Davies, Ms. Davies and Mr. Harris, the "Defendants"), disobey this order, you may be held to be in contempt of court and may be imprisoned, fined or have your assets seized. You are entitled to apply on at least twenty-four (24) hours notice to the Plaintiff, for an order granting you sufficient funds for ordinary living expenses and legal advice and representation.

Any other person who knows of this order and does anything which helps or permits the Defendants to breach the terms of this Order may also be held to be in contempt of court and may be imprisoned, fined or have their assets seized.

THIS MOTION, made on notice by the Plaintiff, KSV Kofman Inc. ("KSV" or the "Receiver"), solely in its capacity as receiver and manager of certain property of Scollard Development Corporation, Memory Care Investments (Kitchener) Ltd., Memory Care Investments (Oakville) Ltd., 1703858 Ontario Inc., Legacy Lane Investments Ltd., Textbook (525 Princess Street) Inc. and Textbook (555 Princess Street) Inc. and not in its personal capacity or in any other capacity, for an interlocutory Order in the form of a worldwide Mareva injunction restraining the Defendants from dissipating their assets and other relief, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Receiver's Fourth Report dated June 6, 2017 with the appendices thereto, the Receiver's Sixth Report dated July 12, 2017 with the appendices thereto, the Receiver's Supplement to the Sixth Report dated August 8, 2017 with the appendices thereto, the factum and book of authorities of the Plaintiff, and the affidavits of Mr. Davies sworn July 14 and July 27, 2017 (collectively, the "Davies Affidavits") and the transcript of the cross-examination of Mr. Davies on the Davies Affidavits,

AND ON HEARING the submissions of counsel for the Plaintiff and counsel for Mr. Davies, Aeolian and Ms. Davies, with Mr. Harris's counsel having advised that he takes no position on the motion,

Service

1. THIS COURT ORDERS that, to the extent necessary, service of the Notice of Motion, Motion Record, Supplementary Motion Record, Factum and Book of Authorities is hereby abridged and validated.

Mareva Injunction

- 2. THIS COURT ORDERS that the Defendants and, as applicable, their respective servants, employees, agents, assigns, officers, directors and anyone else acting on their behalf or in conjunction with any of them, and any and all persons with notice of this injunction, are restrained from directly or indirectly, by any means whatsoever:
 - (a) selling, removing, dissipating, alienating, transferring, assigning, encumbering, or similarly dealing with any assets of the Defendants, wherever situate worldwide, including but not limited to the assets and accounts listed in Schedule "A" hereto;
 - (b) instructing, requesting, counselling, demanding, or encouraging any other person to do so; and
 - (c) facilitating, assisting in, aiding, abetting, or participating in any acts the effect of which is to do so.

- 3. THIS COURT ORDERS that paragraph 1 applies to all of the Defendants' assets whether or not they are in their own name and whether they are solely or jointly owned. For the purpose of this order, the Defendants' assets include any asset which they have the power, directly or indirectly, to dispose of or deal with as if it were their own. The Defendants are to be regarded as having such power if a third party holds or controls the assets in accordance with their direct or indirect instructions.
- 4. THIS COURT ORDERS that if the total value free of charges or other securities of the Defendants' assets worldwide exceeds \$9,039,740, the Defendants may sell, remove, dissipate, alienate, transfer, assign, encumber, or similarly deal with them so long as the total unencumbered value of the Defendants' assets worldwide remains above \$9,039,740.

Ordinary Living Expenses

- 5. THIS COURT ORDERS that Ms. Davies, in her personal capacity, remains authorized and permitted to access and spend up to an aggregate amount of \$25,000 for ordinary living expenses and legal advice and representation.
- 6. THIS COURT ORDERS that the Defendants may apply for an order, on at least twenty-four (24) hours notice to the Plaintiff, specifying the amount of funds which they are entitled to spend on ordinary living expenses and legal advice and representation.

Third Parties

- 7. THIS COURT ORDERS Royal Bank of Canada, The Toronto-Dominion Bank, Canadian Imperial Bank of Commerce, Bank of Nova Scotia, Bank of Montreal, National Bank of Canada, Laurentian Bank of Canada, Tangerine Bank, President's Choice Bank, JP Morgan Chase and all other banks, credit unions, trusts, financial institutions and financial services companies, whether in Canada or elsewhere, including all of their respective affiliates and branches (collectively, the "Banks"), to forthwith freeze and prevent any removal or transfer of monies or assets of the Defendants held in any account or on credit on behalf of the Defendants, with the Banks, until further Order of the Court, including but not limited to the accounts listed in Schedule "A" hereto.
- 8. THIS COURT ORDERS that, to the extent not already done, the Banks forthwith disclose and deliver up to the Plaintiff any and all records held by the Banks concerning the Defendants' assets and accounts, including the existence, nature, value and location of any monies or assets or credit, wherever situate worldwide, held on behalf of the Defendants by the Banks.

Alternative Payment of Security into Court

9. THIS COURT ORDERS that this Order will cease to have effect if the Defendants provide security by paying the sum of \$9,039,740 into Court, and the Accountant of the Superior Court of Justice is hereby directed to accept such payment.

Dispensing with Requirement of Rule 40.03

10. THIS COURT ORDERS that the requirements of Rule 40.03 of the Rules of Civil Procedure shall be and are hereby dispensed with pending further Order of this Court.

Extra-Territorial Application

- 11. THIS COURT ORDERS that, insofar as this Order purports to have any effect outside of the territorial jurisdiction of this Court, no person shall be affected by it or concerned by the terms of it until this Order is declared enforceable or registered or enforced by a foreign court of competent jurisdiction for that purpose, unless that person is:
 - (a) a party to this action or any agent of a party to this action; or
 - (b) a person who is subject to the judicial jurisdiction of this Court, who has received written notice of this Order within the territorial jurisdiction of this Court.

Extra-Territorial Assistance

12. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, in the United States or elsewhere 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.

Variation, Discharge or Extension of Order

- 13. THIS COURT ORDERS that anyone served with or notified of this Order may apply to the Court at any time to vary or discharge this Order, on four (4) days notice to the Plaintiff.
- 14. THIS COURT ORDERS that this Order shall remain in full force and effect until there is a final disposition of this action on the merits, unless varied or amended by further Order of this Court.

Costs

15. THIS COURT ORDERS that costs shall be payable to the Plaintiff on a substantial indemnity basis.

ENTERED AT / INSCRIT A TORON The Honourable Mr. Justice Myers

ON / BOOK NO: LE / DANS LE REGISTRE NO:

AUG 3 1 2017

PER/PAR: W

SCHEDULE "A"

ACCOUNTS				
BANK	ADDRESS	ACCOUNT NO.	ACCOUNT HOLDER	
Royal Bank of Canada	Aurora-Yonge & Edward Branch, 14785 Yonge St- Unit 101, 14785 Yonge St, Aurora, ON L4G 1N1	00442 101 3069	Aeolian Investments Ltd.	
JP Morgan Chase Bank, N.A.	270 Park Avenue, New York, NY, 10017	939712261	Davies Arizona Trust	
Toronto Dominion Bank		5223071 3184	Davies Family Trust	
Toronto Dominion Bank		7109208 1044	Judith Davies	
Toronto Dominion Bank		6290533 1044	Judith Davies	
Toronto Dominion Bank		VISA. 4520880001949922 3184	Judith Davies	
Toronto Dominion Bank		HELOC 3226203-3184	John Davies	
Toronto Dominion Bank		VISA 4520700001429883 1988	John Davies	
Toronto Dominion Bank		VISA 4520020000093816 3184	John Davies	

REAL PROPERTY

MUNICIPAL ADDRESS	PROPERTY PIN	LEGAL DESCRIPTION		
24 Country Club Drive King City, ON L7B 1M5	29530-0018 (LT)	UNIT 18, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 999 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PT BLK 1 PL 65M3631, PTS 2, 3 & 4, 65R26022; TOWNSHIP OF KING. S/T & T/W AS SET OUT IN SCHEDULE "A" OF DECLARATION YR325496. S/T EASE IN YR342172.		
35411 N. 66th Place,	APN 216-32-102	PARCEL 1:		
Carefree, Arizona, USA, 85377 -and/or-		LOT 17, CAREFREE GRAND VIEW ESTATES UNIT I, ACCORDING TO BOOK 224 OF MAPS, PAGE 26, RECORDS OF		
35410 N. Ridgeway Drive,		MARICOPA COUNTY, ARIZONA.		
Carefree, Arizona, USA, 85377		PARCEL2:		
933.14		AN EASEMENT FOR INGRESS AND EGRESS AND PUBLIC UTILITIES, APPURTENANT TO PARCEL NO. 1, AS SET		
		FORTH IN INSTRUMENT RECORDED IN DOCKET 14945, PAGE 461 AND IN DOCKET 14945, PAGE 464, RECORDS OF		
	100	MARICOPA COUNTY, ARIZONA, OVER ALL THE PRIVATE ROADS IN CAREFREE GRAND VIEW ESTATES I,		
		ACCORDING TO BOOK 224 OF MAPS, PAGE 26, BOULDER VISTA ESTATES, ACCORDING TO BOOK 227 OF MAPS,		
		PAGE 35; AND CAREFREE GRAND VIEW ESTATES II, ACCORDING TO BOOK 228 OF MAPS, PAGE 2, RECORDS OF		
		MARICOPA COUNTY, ARIZONA.		

KSV KOFMAN INC. in its capacity as Receiver and Manager of Certain Property of Scollard Development Corporation, et al. Plaintiff

>

Defendants Court File No: CV-17-11822-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

ORDER

BENNETT JONES LLP

3400 One First Canadian Place

P.O. Box 130

Toronto ON M5X 1A4

Sean Zweig (LSUC#573071)

Phone: Email:

(416) 777-6254 zweigs@bennettjones.com

Jonathan Bell (LSUC#55457P)

Phone: (416) 777-6511

Email: bellj@bennettjones.com

Facsimile: (416) 863-1716

Lawyers for the Plaintiff

TAB 7

Defenda

Certain Property of Scollard Development Corporation, et al. Plaintiff Court File No: CV-17-11822-000 (Motion for an Extension of the Mareva Injunction AT/A SUPERIOR COURT OF JUSTICE PROCEEDING COMMENCED AT Returnable July 17, 2017) COMMERCIAL LIST) MOTION RECORD Volume I of II ONTARIO TORONTO 3400 One First Canadian Place BENNETT JONES LLP Toronto ON M5X 1A4 P.O. Box 130 sustan la

Email: Email: Phone: ENTITLETION TO A MARKUR INSUNCTION The The digue THE QUEDEN OF EXPACT SAING

GECCOTION TO THE NORTY 18 A RAIRE EXPLAGEDINARY Pacsimile.

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PLAUSIRLE, MILEDTARLE COFFERIE, CONVERSELT SE MYDITARLE WHEN THE WE HAVE A

ŽFILFD / DÉROSÉ \

(416) 777-6254 Sean Zweig (LSUC#57307I) Phone:

zweigs@bennettjones.com

bellj@bennettjones.com Jonathan Bell (LSUC#55457P) (416) 777-6511

(416) 863-1716

Lawyers for the Plaintiff

HS MONTAH)

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Court File	Number	•
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Superior Court of Justice Commercial List

Judges Endorsment Continued
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OF MISSIPATION OF ASSETS BY A.
CRESER PO GO AT RELED.
TI, THE RECEIVER OF 7 DEVELOPERS SUES JOHN
DAVIES AND OTHERS - THE PRINCIPAL OTANAGER AND
OWNER OF THE DEVELOPERS OR THEIR PARENT CONFINIES.
FOR FRAND, BREACH OF FLOURIAGE SUTY CONVERSION
TO OTHER CAUSES OF ACTION. THE ESSENTE OF THE
CLAINS ARE THAT THE DEVELOPERS RAISES MONEY
FROM THE PUBLIC THROUGH TIER I COMPANIES ONNES
OR RUN BY MR. SINGH. MR SINGH'S COMPANIES
CENT THE INVESTORS FUNDS TO THE DEVELOPERS
OS PENSIBLY ON TO SELVRES BASIS TO FUND THE
CONSTRUCTION OF 7 SEPARATE PROJECTS. SMOKES
COMPANIES TOOK A 25 TO FEE. SINGH IS AZSO
A STHREHULDER OF TROJECT CONFINIES OR THEIR
PARENT COMPANIES WITH DAVES AND WIS OTHER
COHIRTS.
Page of Judges Initials

Court	File	Number:	
Court	1 110	1401110011	

Superior Court of Justice Commercial List

Judges Endorsment Continued
THE MONEY WAS NOT USED TO BUILD ANY
RUILDINGS. FOOTINGS WAVE STARTED ON I PROJECT
AND I PROJECT IS SAID TO BE NEAR CONSTRUTION.
INSTEAD OF USING THE FUNDS FOR EACH. CORPORATIONS
CURPORATE PURPOSE MR DAVES PAID HITSELY AND
CONORDS FEES DNUSTEDS WORST STILL
puns wirt CENT AMONG THE CONPANIS CANO
5 OTHERS ON AN UNSECURED BASIS TO MET
INTEREST O'RLIGHTIONS DUE ON THE THOSE
COMPANIES EURROWINGS FROM THER I (FUR THE PURIN
INUESTORS) TR DAVIES ASMITTED ON X-6X
THAT EACH DEVELOPER HAD & SERIOUS CASH
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RAISON THAT IS, APTER FEES COMPENSATION
TO TIER I SNIDENDS & SALARIES & I YEAR OF
INTEREST HEW IN RESERVE FACH COMPANY WAD
INSUFFICIENT FUNDS TO PAY INVEREST AFTER THE
THE AND SIGNIFICANTLY TO DUILD A BUILDING.
ANSWER THE SYSTEMIC CASH DRAIN BUILT
Page of Judges Initials

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Court	File	Number:	
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Superior Court of Justice Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued
INTO THE COOPENIES BY DESIGN FOR DAVIET
FIND ME SMCH WILLS HAVE THER I ORTAIN
FURTHER PUBLIC INVESTIMENTS. THER I RAISED FUND
FROM REAL PEOPLE ON THE SMILE THAT THE
FUNDS ADVIN BY LENT FOR A DOUGLOFFE ON A
SECURED EASIS TO FUND A BUILDING BUT
INSTEAD SINGH AND BAYES CIGES NOW PUNDS
TO PAY ACCRUING INTEREST ON EBRLIER
INVESTMENTS IN OTHER OF THE 1/ COMPANIES.
THAT IS CATLED A PONT, SCHERE
THIS IS JUST A MOTION EARLY IN THE
CASE, SO HOW CAN I SAY THIS SO DEFINITIVELY?
MR DAVIES PREPARED A I PAGE EXPLANATION
OF HOW HIS FINANCING MODEL WORKS. IT IS
SHOCKING IN ITS CLARITY OF A DESCRIPTION
OF AW ILLICIT, FRANDENT STHERE WITHOUT /R
DAVIES SEEMINGLY HAVING THE LEAST BIT OF
CONFUNCTION ABOUT 17.
MR KRAFT KINRLY TRIED ON SEVERAL
ANSWERS. FIRST HE ARGUED THAT THE RELEIVER'S

Page 4 of 60

Judges Initials _____

Court File Number:	
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Superior Court of Justice Commercial List

Judges Endorsment Continued	
ANALYSIS & 175 FAILURE TO SUE OR SINGH	
SHOULD AN AIR OF PLAUSIBILITY TO MR	
DAVIES RIGHTEOUSNESS. THIS CANNOT SURVIVE	
THE CLEAR ADMISSIONS IN THE SAVIES OWN	
ARNO & X-6XAM.	
The KRAFT ARCVES THAT THE SOUTH	
CONSENTED SO THAT THE DEVELOPERS DID NOT	
BREACH THEIR COAN AGREENENTS WITH THER I	
IN MAKING THE VARIOUS DISTRUCTIONS AND	
SUPPORTO LOANS THAT THEY MADE WANT NOT	
MATICO SINGH IS NOT ARON'S LENGTH I BOURT	
HE COUND UNITERALLY GIVE A UPLID GENSONT	
GIVEN HIS PERSONAL CONFLICTS OF INTORIST, REGIARD	ZN
THE CLAIMS AGAINST DAVIES ARE BROUGHT BY	•
THE DEVELOPER CONTAINES, DAVIES IS SAID TO	
NAN COMMITTED FRAND ON THEM AND BREFACHED HIS	
FIDULARY DUTIES TO THEN BY DECLARING SIVIDGED	
PAYING DIMSELY FRONT-GNO LOROGE FEEL PAYING	
NIMSELF ABOVE-MARKET SAZARY AND LENGING	
FUNDS OF GARDH STUBLOPER TO HIS OTHER 10	
Page Judges Initials	

Court	File	Number:	

Superior Court of Justice Commercial List

Judges Endorsment Continued
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2606 LOPER CONPRAIRS. WITH OURE \$100 MILION
RAISTO ON TIMO SPENT THIRT ART NO BULLINGS!
Mx SINGH AND FOR DAVIES WANT 6-MAINS IN
WHICH TATY PLAINLY KNOW THE CONFAMILS ARE
INSULUTION AND SESPERATELY LOOK FUR CASH TO
AVOID AN INTEREST SEFAULT THAT WOULD
TRIGGER A FSCO REPORT AND WOULD DRY UP
FUTURE INUTERITATION NEED TO SUPPORT THE
PONTI SCHEME, IN ASSITEN & THE RECEIVER
FAIRLY SUBDITS THAT THE INTER-COMPANY
LINISTURED CURNS FROM ONE CASHISTRAPPED
INSTITUTE TO ANOTHER WERE NOT REAL LOAMS.
THERE WAS NO EXPECTATION OF REPAINENT.
THEY WHRE PANTONIS TO KEED THE PONT ALVE
A BIT LONGER.
DR KRAFT SAMS MR DAVIES MIGHT JUST
HAVE SEEN A POOR DEVELOPER. PERHAPS IR KRAFT
HYPOTHES 760 HE SHOULD WANT STUPPED AFTER
A FEW BURDINGS HAT ROCKY VINGS. BUT HE
Page of Judges Initials

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Superior Court of Justice Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued
DIDN'T AND THAT'S THE BOINT. AR HONIST
SUT LOUSY DEUTLOPER WOULD NOT HAVE GONE ALONG
TO 10 OR 11 PROJECTS WITH EACH CONTRIBUTINZ
179 NOW INVESTMENT FO OLS DEBT. THE DAVES
SAID ON K- 6XMM THAT HE EXPECTED CONSTRUITED
FINANCIAG TO FILL THE EVER-INCREASING DERT
PIT. THAT OTAKES NO SENSE AT ALL. CONSTRUTION
FINANCIAL IS USED TO BUILD NOT TO RE-PAY
ULD DEST INCURRED TO FUND FRANT-END LOADED
CASI STRIPPING BY DAVIES & COHURTS
IN ABOUTION DAVIES OFFERS NO IMPORTANT
GYPLANATION DESPITE ME KRAFT'S CREATING EFFORTS
FO FIND ONE. DE DANES DOES NOT SAY HE DID
A POOR JUB OR THAT TONE BENTIFIED CIRCUMSTANTES
IN THE MARLET CAUSED DELAYS OR INTREASED COSTS,
INSTAND HE SATISMONLY HE UNDERSTANDS NOW
THE DEUTINET MOUSTRY WIRES HE SAUS HE
WAS DONG WHAT PEOPLE IN THE INDUSTRY DO
TO KEEP COMPANIES GRING BURING DEVELOPMENT.
NOT THE HONEST ONES.

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Judges Initials _____

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Court	File	Number:				
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Superior Court of Justice Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued
THE KERFT ARGUES THAT PHEEL IS NO RISK OF SISSIATED
AS THE DAVIES HAVE NO ASSETS OF MALVE THOU HAVE
RECENTLY SULD PAR COUTRGE. THEY HAVE LISTED THE
HOUST FOR SAIG DESPITE THE GXISTENLE OF A
MARWA INJUNCTION ARRENDY. THEY ARE LIVING
WELL DESPITE A PAREUA WITH FUNDS BEING
ADUANCED FROM THE PROJECTS.
THERE IS A SUBSTANTIAL HOUSE IN AZ. ONNED
89 THE TWO PRISTS THAT THE TRUSTEES UNDERTAKE
NOT TO SELL. SUT THEY ARE NOT WILLING TO
PUT AN ORDER ON TITLE. THE RECEIVER HAS SHOWN
A PRIMA FATIE ABILITY TO TRACE CORPORATE
FUNDS INTO BOTH PROPERTIES. THE PREHITET'S
LARGEST SUEGEST THAT THERE MAY WILL BE
HINDEN POOLS OF FUNDS YET UND ISCOULAGED / HAVE
NO HESITATION FINDING A PROVEN RISK OF
DISPATION GIVEN THE CISTING OF THE HOUSE
A M FACE OF A MAREUP. I NOTE BISCIPPINAN
AND LIEGLY FLIGHT TO AZ IN LIGHT OF THE
DEGREE OF OCHONESTY AND THE LICELIDATION OF
Page of Judges Initials

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Superior Court of Justice Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued
THE DAVIS' REAL GITATE.
IN MY (NEW TRIS IS A CASE TO
WANE AND UNDERTARING ON DATAGES IN
ACCORDANCE NOTH THE COURT'S BISCRETION. THE
RECEIVED HAS NO SkiN IN THE GATE. TO GO TO
THE CONGRAPSIT OR TO INUESTORS TO FUND THESE
PROTECONES IS AN AFFROND TO ACIES TO JUSTICE
PEOPLE INVESTED THEIR SAVINGS AND RETIREMENTS
AND 17 SO FAR HAS TAKEN TWO RELLIVERS AND
MULTIPE COURT PROLEGIANTS TO PERT BACK
ENOUGH LAYERS OF THE ONION TO LET THE
WEEPING JUST BEGINO NATIN / ASKED /K
ERRA WAY THERE ARE NO BULLINGS BUILT
WITH ALONDILLAN OF INVESTORS MONEY HE
SAW THE NUMBY WAS SPENT! THE DAMES
MADE NO EXPLANATION AT ALL SEYOND SLAUING
FSTO FOR STRITTING HIS PIPELING TO YET FURTHER
EUNUMB FROM THE PUBLIC AT A TIME WHEN THE
JUNEAU BOUTLAPENS HAD AN NOGELEATE
OF \$ 17,000 APPROXIMATELY IN THE SANK. WHILE

Judges Initials ____

Court File	Number:	
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Superior Court of Justice Commercial List

Judges Endorsment Continued
1876 As MAY SUFFER DANAGE FROM THE PIMILYA
IF THEY WAS AT TRIAL, SU FAR IT WAS NOT
DATTOGRAD THEIR LIFESTYLES DORLOVER GIVEN THE
STEENGTH OF THE CASE IN DAVIES OWN VOICE
ADLANCIAL ATCESS TO GUSTICH CONCERS LEARS
ME TO THE ULGW THAT THUS IS A RARE AND
UNUSURY CASE WHERE RECOVERING BY UNDERTAKING
WOIL DO MORE GLART THAN GOOD.
COSTE TO TO TO BOY A SURSTANTIAL
INDOUNTY BUSIS IN LIGHT OF THE
ASMITTED DICHONAST SCHENE PERPETRATED
BY MR DAVIES FOR THE AS ON THE DEVELOPER
COUPANIES AND THEIR CREDITIONS.
11/3n//
Page 10 of 10 Judges Initials

TAB 8

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THURSDAY, THE 19th DAY

Court File No.: 17-11822-00CL

OF APRIL, 2018

JUSTICE MYERS

BETWEEN:

KSV KOFMAN INC., IN ITS CAPACITY AS RECEIVER AND MANAGER OF CERTAIN PROPERTY OF SCOLLARD DEVELOPMENT CORPORATION, MEMORY CARE INVESTMENTS (KITCHENER) LTD., MEMORY CARE INVESTMENTS (OAKVILLE) LTD., 1703858 ONTARIO INC., LEGACY LANE INVESTMENTS LTD., TEXTBOOK (525 PRINCESS STREET) INC. AND TEXTBOOK (555 PRINCESS STREET) INC.

Plaintiff

- and -

AEOLIAN INVESTMENTS LTD., JOHN DAVIES IN HIS PERSONAL CAPACITY AND IN HIS CAPACITY AS TRUSTEE OF BOTH THE DAVIES ARIZONA TRUST AND THE DAVIES FAMILY TRUST, JUDITH DAVIES IN HER PERSONAL CAPACITY AND IN HER CAPACITY AS TRUSTEE OF THE DAVIES FAMILY TRUST, AND GREGORY HARRIS SOLELY IN HIS CAPACITY AS TRUSTEE OF THE DAVIES FAMILY TRUST

Defendants

ORDER

THIS MOTION, made by the Defendant, John Davies, for an order approving a sales process in respect of the property municipally described as 24 Country Club Drive, King City,

Ontario, L7B 1M5 (the "Property") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the materials filed by the Defendant, including the Notice of Motion, the Affidavit of John Davies sworn February 8, 2018, the Affidavit of Michael Mealia sworn February 12, 2018, and the Affidavit of Brian Moskowitz sworn December 7, 2017, and on hearing the submissions of counsel for the Defendant and of the Plaintiff,

- 1. **THIS COURT ORDERS** that the time and manner of service of the Notice of Motion and Motion Record are hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
- 2. THIS COURT ORDERS AND DECLARES that the sales process (the "Sales Process"), as described in the Affidavit of Michael Mealia sworn February 12, 2018, be and is hereby approved, with the added requirement that the Plaintiff shall be advised of all steps in the Sales Process. Without in any way limiting the generality of the foregoing, the Plaintiff shall be provided with copies of all listing agreements, appraisal reports, home inspection reports and offers in respect of the Property forthwith upon receipt, and shall be consulted with before any offer is accepted.
- 3. THIS COURT ORDERS that John Davies and Michael Mealia be and are hereby authorized to perform their obligations under and in accordance with the Sales Process, and to take such further steps as they consider necessary in carrying out the Sales Process.
- 4. THIS COURT ORDERS that the acceptance of any offer shall be expressly conditional on court approval and any contemplated sale of the Property shall be subject to this

Court's approval, with any motion for such approval to be brought on no less than four business days' notice to the Plaintiff with all of the Defendant's motion materials being served at such time.

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APR 2 0 2018

PER/PAR:

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Court File No.: 17-11822-00CL

AEOLIAN INVESTMENTS LTD. et al.

and

KSV KOFMAN INC.

Plaintiff

Defendants

SUPERIOR COURT OF JUSTICE COMMERCIAL LIST ONTARIO

Proceeding commenced at TORONTO

ORDER

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

Tel.: (416) 863-4374 Kenneth D. Kraft LSUC #: 31919P

kenneth.kraft@dentons.com Fax: (416) 863-4592

(416) 367-6779 Michael Beeforth LSUC #: 58824P Tel.:

Fax: (416) 863-4592 michael.beeforth@dentons.com

Judith Davies and Aeolian Investments Ltd. Lawyers for the Defendants, John Davies,

Lawyers for the Defendants, John Davies, Judith Davies and Aeolian Investments Ltd.

michael.beeforth@dentons.com

APR 09 2018 Defendants AEQLIAN INVESTMENTS LTD. et al. Proceeding commenced at TORONTO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST MOTION RECORD 77 King Street West, Suite 400 kenneth.laaft@dentons.com (416) 367-6779 Toronto-Dominion Centre (416) 863-4592 ONTARIO Toronto, ON M5K 0A1 Dentons Canada LLP Tel.: (416) 863-4374 Fax: (416) 863-4592 Michael Beeforth Kenneth D. Kraft LSUC #: 58824P LSUC #: 31919P Tel.: F3X: and KSV KOFMAN INC. Plaintiff

Court File No.: 17-11822-00CL

TAB 9

AEQUAN INVESTMENTS LTD. et al. Court File No.: 17-11822-00CL and

KSV KOFMAN INC.

SUPERIOR COURT OF JUSTICE COMMERCIAL LIST ONTARIO

Proceeding commenced at TORONTO

MOTION RECORD

APR 09 2018 77 King Street West, Suite 400 Toronto-Dominion Centre Toronto, ON M5K 0A1 Dentons Canada LLP

Tel:: (416) 863-4374 Fax: (416) 863-4592 Kenneth D. Kraft LSUC #: 31919P

AT/À

kenneth.lcraft@dentons.com

michael.beeforth@dentons.com (416) 367-6779 (416) 863-4592 Michael Beeforth LSUC #: 58824P Tel.:

Lawyers for the Defendants, John Davies, Judith Davies and Aeolian Investments

Plaintiff

Divisional Court File No.: 533/17 (Court File No. CV-17-11822-00CL)

KSV KOFMAN INC. Plaintiff (Respondent)

and

AEOLIAN INVESTMENTS LTD. et al. Defendants (Appellants)

ONTARIO DIVISIONAL COURT, SUPERIOR COURT OF JUSTICE

MOTION RECORD

(Volume 2 of 2)

Proceeding commenced at TORONTO

Dentons Canada LLP

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

Kenneth D. Kraft

LSUC #: 31919P Tel.: (416) 863-4374

Fax: (416) 863-4592 kenneth.kraft@dentons.com

Michael Beeforth

LSUC #: 58824P Tel:: (416) 367-6779

michael.beeforth@dentons.com

Lawyers for the Defendants (Appellants), John Davies and Aeolian Investments Ltd.