

ONTARIO
DIVISIONAL COURT, SUPERIOR COURT OF JUSTICE

B E T W E E N:

**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.

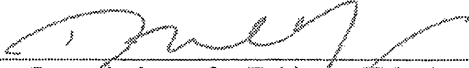
Proposed Sale Process

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)

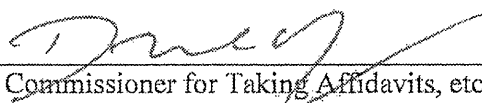
Michael Beeforth



JOHN DAVIES

TAB A

THIS IS EXHIBIT "A"
REFERRED TO IN THE AFFIDAVIT OF
JOHN DAVIES
SWORN BEFORE ME
THIS 8TH DAY OF FEBRUARY 2018



Commissioner for Taking Affidavits, etc.

Michael Beeforth



HARRIS + HARRIS LLP
BARRISTERS AND SOLICITORS

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.&O.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

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*	8.00
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 Instrument ELRSA Fee	9.00
Mileage for Banking	5.72
ELRSA Fee	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

Invoice #:

13311

Page:

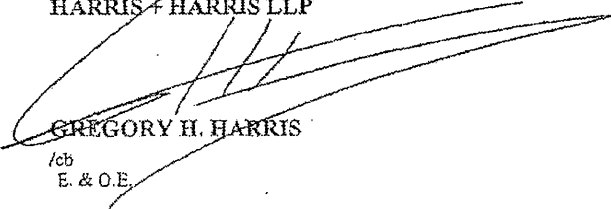
3

304

Parcel Register Key LRO , add'l pages*	1.00	
Parcel Register Key LRO , add'l pages ELRSA Fee	1.00	
Image - Download Instrument ELRSA Fee	9.00	
		<hr/>
		\$914.02
* = tax exempt		
H.S.T. ON FEES		\$0.00
H.S.T. ON DISBURSEMENTS		\$93.47
		<hr/>
TOTAL AMOUNT:		\$1,007.49
TRANSFER FROM TRUST:		\$664.74
PLUS PRIOR BALANCE:		\$0.00
LESS PAYMENTS RECEIVED:		\$0.00
		<hr/>
TOTAL AMOUNT DUE AND OWING:		\$342.75
		<hr/>

THIS IS OUR ACCOUNT HEREIN

HARRIS HARRIS LLP


GREGORY H. HARRIS

/cb
E. & O.E.

Invoice #:

13311

Page:

4

305

TRUST STATEMENT

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

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER



PAGE 1 OF 5
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29530-0018 (LV)

LAND
 REGISTRY
 OFFICE #65

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

UNIT 18, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 899 AND ITS APPURTENANT INTEREST, THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PT BLK 1 PL 6M3631, PYS 2, 3 & 4, 65026022; TOWNSHIP OF KING, S/1 & 1/4 AS SET OUT IN SCHEDULE "A" OF DECLARATION YR325496, S/1 EASE IN YR342172.

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

EIN 0381010 ENRIE
 2003/07/21

RECENTLY
 CONDOMINIUM FROM 03381-0204

CAPACITY SHARE
 FIRST
 TRST

OWNERS' NAMES
 DAVIES, JUDITH LENORE
 DAVIES, JOHN EVAN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRG
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2003/07/21 **						
R536601	1990/03/07	AGREEMENT				C
		REMARKS: R505539 - REMARKS ENTERED IN ERROR - ADDED 2003/01/24 BY LOIS YAKIMCHUK				
R555403	1990/11/02	AGREEMENT				C
R578113	1991/09/17	AGREEMENT				C
		REMARKS: R422789 - REMARKS ENTERED IN ERROR - ADDED 2003/01/24 BY LOIS YAKIMCHUK				
R592261	1992/04/27	AGREEMENT				C
		REMARKS: R505539 - REMARKS ENTERED IN ERROR - ADDED 2003/01/24 BY LOIS YAKIMCHUK				
R645280	1994/08/16	AGREEMENT				C
R652983	1995/01/05	AGREEMENT				C
R672375	1995/02/09	AGREEMENT				C
LT1535322	2000/09/13	NOTICE AGREEMENT		CLUBLINK CORPORATION	THE CORPORATION OF THE TOWNSHIP OF KING BENEVOLE CAPITAL (NO.1) LIMITED ONTARIO MUNICIPAL EMPLOYEES RETIREMENT SYSTEMS	C
		REMARKS: SITE PLAN DEVELOPMENT				
YR61887	2001/10/17	NOTICE AGREEMENT		CLUBLINK CORPORATION	THE REGIONAL MUNICIPALITY OF YORK	C
YR64819	2001/10/25	NOTICE AGREEMENT		CLUBLINK CORPORATION	THE CORPORATION OF THE TOWNSHIP OF KING	C
YR93236	2002/01/07	NOTICE AGREEMENT		CLUBLINK CORPORATION	THE CORPORATION OF THE TOWNSHIP OF KING PACIFIC LIFE INSURANCE COMPANY	C
YR242719	2002/12/09	NOTICE		THE REGIONAL MUNICIPALITY OF YORK		C

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 PAGE 2 OF 5
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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CHRG/CHRD
YR257651	2003/01/17	NO SUB AGREEMENT		CLUBLINK CORPORATION	THE CORPORATION OF THE TOWNSHIP OF KING	C
YR257732	2003/01/17	NOTICE AGREEMENT REMARKS: SITE PLAN AGT.		CLUBLINK CORPORATION CCCC KING VALLEY LTD.	THE CORPORATION OF THE TOWNSHIP OF KING	C
YR257872	2003/01/20	CHARGE		*** DELETED AGAINST THIS PROPERTY *** CCCC KING VALLEY LTD.	HSBC BANK CANADA	
YR257880	2003/01/20	CHARGE		*** DELETED AGAINST THIS PROPERTY *** CCCC KING VALLEY LTD.	CLUBLINK CORPORATION	
YR266936	2003/02/17	NOTICE REMARKS: YR257880		*** DELETED AGAINST THIS PROPERTY *** CCCC KING VALLEY LTD.	CLUBLINK CORPORATION	
YR273427	2003/02/28	POSTPONEMENT REMARKS: YR257880 TO YR257872		*** DELETED AGAINST THIS PROPERTY *** CLUBLINK CORPORATION	HSBC BANK CANADA	
YR29999	2003/07/10	PLAN CONDOMINIUM		CCCC KING VALLEY LTD.	CCCC KING VALLEY LTD.	C
YR325496	2003/07/10	DECLARATION CONDO		THE CORPORATION OF THE TOWNSHIP OF KING CCCC KING VALLEY LTD.	CCCC KING VALLEY LTD.	C
YR331491	2003/07/23	NOTICE		CCCC KING VALLEY LTD.	CCCC KING VALLEY LTD.	C
YR337354	2003/08/01	APL ANNEX REST COV REMARKS: FOR 20 YRS FROM DATE OF REGISTRATION OF YORK		CCCC KING VALLEY LTD.	CCCC KING VALLEY LTD.	C
YR338671	2003/08/06	CONDO BYLAW/98 REMARKS: BY-LAW #1		YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 999	YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 999	C
YR338672	2003/08/06	CONDO BYLAW/98 REMARKS: BY-LAW #2		YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 999	YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 999	C
YR338673	2003/08/06	CONDO BYLAW/98 REMARKS: BY-LAW #3		YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 999	YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 999	C
YR338674	2003/08/06	CONDO BYLAW/98 REMARKS: BY-LAW #4		YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 999	YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 999	C
YR338675	2003/08/06	CONDO BYLAW/98 REMARKS: BY-LAW #5		YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 999	YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 999	C

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PAGE 3 OF 5
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REG. NUM.	DATE	INTEREST TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CBR/CHD
YR340411	2003/04/11	APL DEL EXECUTION		*** COMPLETELY DELETED *** CLUBLINK CORPORATION CCCC KING VALLEY LTD.		
YR342172	2003/08/13	TRANSFER EASEMENT	\$2	YORK REGION VACANT LAND CORPORATION NO. 999	HYDRO ONE NETWORKS INC.	C
YR506810	2004/07/23	DISCH OF CHARGE		*** COMPLETELY DELETED *** HSEC BANK CANADA		
REMARKS: RE: YR257872						
YR506814	2004/07/23	DISCH OF CHARGE		*** COMPLETELY DELETED *** CLUBLINK CORPORATION		
REMARKS: RE: YR257880						
YR506823	2004/07/23	TRANSFER		*** COMPLETELY DELETED *** CCCC KING VALLEY LTD.	WRIGHT, GARY JOHN WRIGHT, ELIZABETH HENRIETTA	
YR506824	2004/07/23	CHARGE		*** COMPLETELY DELETED *** WRIGHT, GARY JOHN WRIGHT, ELIZABETH HENRIETTA	NATIONAL BANK OF CANADA	
YR871966	2006/08/25	TRANSFER		*** COMPLETELY DELETED *** WRIGHT, ELIZABETH HENRIETTA WRIGHT, GARY JOHN	ANDREWS, MARIA	
YR905808	2006/11/03	DISCH OF CHARGE		*** COMPLETELY DELETED *** NATIONAL BANK OF CANADA		
REMARKS: RE: YR506824						
YR933100	2007/01/05	CHARGE		*** COMPLETELY DELETED *** ANDREWS, MARIA	SCOTIA MORTGAGE CORPORATION	
YR981992	2007/05/07	CHARGE		*** COMPLETELY DELETED *** ANDREWS, MARIA	CANADIAN IMPERIAL BANK OF COMMERCE	
YR1032093	2007/08/07	DISCH OF CHARGE		*** COMPLETELY DELETED *** SCOTIA MORTGAGE CORPORATION		
REMARKS: RE: YR933100						
YR1042387	2007/08/24	DECLARATION CONDO	\$70	YORK REGION VACANT LAND CONDOMINIUM CORPORATION NO. 999		C
REMARKS: AMENDMENT TO YR25496						

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29530-0018 (LT)

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CRW/CHRD
YR1677300	2011/07/12	TRANSFER	5975,000	ANDREWS, HARIYA	DAVIES, JUDITH LENORE DAVIES, JOHN EVAN	C
YR1677301	2011/07/12	CHARGE		*** COMPLETELY DELETED *** DAVIES, JUDITH LENORE DAVIES, JOHN EVAN	MOSKOWITZ CAPITAL MORTGAGE FUND II INC.	
YR1677302	2011/07/12	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** DAVIES, JUDITH LENORE DAVIES, JOHN EVAN	MOSKOWITZ CAPITAL MORTGAGE FUND II INC.	
YR1689305	2011/08/03	DISCH OF CHANGE		*** COMPLETELY DELETED *** CANADIAN IMPERIAL BANK OF COMMERCE		
YR2235301	2014/12/19	CHARGE	\$1,950,000	DAVIES, JOHN EVAN DAVIES, JUDITH LENORE	MOSKOWITZ CAPITAL MORTGAGE FUND II INC.	C
YR2248662	2015/01/28	LIEN		HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		C
YR2259162	2015/02/24	DISCH OF CHANGE		*** COMPLETELY DELETED *** MOSKOWITZ CAPITAL MORTGAGE FUND II INC.		
YR2260075	2015/02/26	CHARGE		*** COMPLETELY DELETED *** DAVIES, JOHN EVAN DAVIES, JUDITH LENORE	GENERALS HOCKEY INC. GENERALS HOCKEY HOLDINGS INC. OSHANA JUNIOR "A" HOCKEY CLUB LIMITED	
YR2260106	2015/02/26	LIEN	\$204,364	HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		C
YR2434082	2016/02/23	LIEN	\$28,673	HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		C
YR2590860	2016/12/05	LIEN	\$145,898	HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		C

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 NOTE: ENSURE THAT YOUR PREVIOUS STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

29530-0018 (LT)

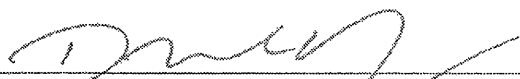
* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
VR2657827	2017/04/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** GENERALS HOCKEY INC. GENERALS HOCKEY HOLDINGS INC. OSHAWA JUNIOR "A" HOCKEY CLUB LIMITED		
VR2682298	2017/06/08	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)	KSV KOPMAN INC.	C

NOTE: ADJOINING PROPERTIES 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 16:21

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

yyyy mm dd Page 1 of 5

Properties

PIN 29530 - 0018 LT **Interest/Estate** Fee Simple
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

Chargor(s)

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

Name 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.

Name DAVIES, JUDITH LENORE
Address for Service 24 Country Club Drive, King City,
 Ontario, L7B 1M5

I am at least 18 years of age.

John Evan 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.

Charges(s)**Capacity****Share**

Name MOSKOWITZ CAPITAL MORTGAGE FUND II INC.
Address for Service 2200 Yonge Street, Suite 1002, Toronto, Ontario, M4S 2C6

Statements

Schedule: See Schedules

Provisions

Principal	\$1,950,000.00	Currency	CDN
Calculation Period	see schedule		
Balance Due Date	2015/08/01		
Interest Rate	see schedule		
Payments	\$19,012.50		
Interest Adjustment Date	2015 01 01		
Payment Date	1st day of each month		
First Payment Date	2015 02 01		
Last Payment Date	2015 08 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 at 16:21

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

yyyy mm dd Page 2 of 5

Signed By

Valerie DeMelo-Patel	390 Bay St., Suite 2800 Toronto M5H 2Y2	acting for Chargor (s)	Signed	2014 12 19
----------------------	---	---------------------------	--------	------------

Tel 416-365-3732

Fax 416-367-1208

I 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			2014 12 19
-------------------	---	--	--	------------

Tel 416-365-3732

Fax 416-367-1208

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 Mortgage. 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 Mortgagee 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 Mortgagee an opportunity to match such Offer. Accordingly, if the Mortgagor receives a bona fide Offer during the term of the Mortgage 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 Mortgagor'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 1.5% 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 Mortgagee's 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 YR2248662 on 2015 01 28 at 11:44

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. 899 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 YR326496. 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 Yonge Street
 North York, Ontario
 M2N 6R9

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. Lourie 5001 Yonge St., 17th floor acting for Signed 2015 01 28
 North York Applicant(s)
 M2N 6R9

Tel 416-218-4662

Fax 416-954-6319

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 2015 01 28
 North York
 M2N 6R9

Tel 416-218-4662

Fax 416-954-6319

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:\$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 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 LENORE JACKSON AND JUDITH LENORE 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 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 Lien

Registered as YR2260106 on 2015 02 26 at 10:19

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. 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 Yonge Street
 North York, Ontario
 M2N 6R9

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 Louis 5001 Yonge St., 17th floor acting for Signed 2015 02 26
 North York Applicant(s)
 M2N 6R9
Tel 416-218-4662
Fax 416-954-6319
 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 2015 02 26
 North York
 M2N 6R9
Tel 416-218-4662
Fax 416-954-6319

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 (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 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 Lien

Registered as YR2434082 on 2016 02 23 at 11:02

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. 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 Yonge Street
 North York, Ontario
 M2N 6R9

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. Lourie 5001 Yonge St., 17th floor acting for Signed 2016 02 23
 North York Applicant(s)
 M2N 6R9

Tel 416-218-4662

Fax 416-954-6319

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 416-218-4662

Fax 416-954-6319

Fees/Taxes/Payment

Statutory Registration Fee \$62.85
Total Paid \$62.85

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

CONSIDERATION: \$28,673.85

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 JUDITH DAVIS (SOMETIME KNOWN AS JUDITH LENORE JACKSON AND JUDITH LENORE DAVIES) 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 File 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, 2015 was amended by way of Amendment of Certificate issued on February 18, 2016 so 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 Lien

Registered as YR2590860 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. 999 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PT BLK 1 PL 85M3631, 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
 5800 HURONTARIO STREET
 MISSISSAUGA, ONTARIO
 L5R 4B4

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

Anthony Starcevic 5800 Hurontario Street acting for Signed 2016 12 05
 Mississauga Applicant(s)
 L5A 4E9

Tel 905-665-6157

Fax 905-615-2349

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
 L5A 4E9

Tel 905-665-6157

Fax 905-615-2349

Fees/Taxes/Payment

Statutory Registration Fee \$63.35

Total Paid \$63.35

File Number

Claimant Client File Number: ITA-11470-18

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;

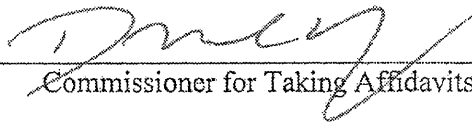
AND WHEREAS JOHN EVAN DAVIES (SOMETIME KNOWN AS JOHN DAVIS)
has an interest in the lands described in this notice.

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

T A B L 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 Ontario Real Estate Association **Mutual Release**

Toronto Real Estate Board

Form 122
As set in the Province of Ontario

BUYER: Mahkameh Kazian
AND SELLER: John Evan Davies And Judith Lenore Davies
BROKERAGE(S): REMAX HALLMARK REALTY LTD. Brokerage HOMELIFE NEW WORLD REALTY INC. (Selling Brokerage) (Cooperating Brokerage)

This Agreement of Purchase and Sale between the Seller and Buyer dated the 27 day of FEBRUARY 2017 concerning the property known as 24 Country Club Dr

King ON
be more particularly described in the aforementioned Agreement of Purchase and Sale.

We, the Buyers and the Sellers in the above noted transaction hereby acknowledge that the above described transaction is terminated and release each other and the Brokerage in the proposed transaction, from all liabilities, covenants, obligations, claims and suits of money arising out of the above Agreement of Purchase and Sale, together with any rights and causes of action that each party may have had against the other and/or the Brokerage, and we direct the deposit holder to disburse the deposit as:

Sixty Thousand Canadian Dollars (\$ Can. 60,000.00)
payable to Twenty Seven Thousand Five Hundred Dollars (\$27,500.00) To: Tansac Grubner Professional Corporation
In Trust and Thirty Two Thousand Five Hundred Dollars (\$32,500.00) To: Hensey A. Frank In Trust Aesolian Investments Ltd

IRREVOCABILITY This Mutual Release shall be irrevocable by Buyer until 11:59 p.m. on the 12 day of May 2017, after which time if not fully executed by Buyer and Seller, this Mutual Release shall become null and void. For the purposes of this Mutual Release, "Buyer" includes purchaser, tenant, and lessee, "Seller" includes vendor, landlord, and lessor, Brokerage includes Listing Brokerage, Co-operating Brokerage (if applicable) and the registrars and employees of the Brokerage(s), and "Agreement of Purchase and Sale" includes an Agreement to Lease.

This release shall be binding upon the heirs, executors, administrators and assigns of all the parties executing same.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
[Witness] [Buyer/Seller] DATE May 11, 2017
[Witness] [Buyer/Seller] DATE

I, the Undersigned, agree to the above offer to Mutual Release.
SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
[Witness] [Buyer/Seller] DATE July 1, 2017
[Witness] [Buyer/Seller] DATE May 11, 2017

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Mutual Release with all changes both typed and written was fully accepted by all parties of B.O.M.P. Inc. 12 day of May 2017

The Brokerage hereby releases all parties from any claim that its Brokerage may have had for commission or other remuneration in the above transaction, except as may be hereinbefore specifically provided.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
[Witness] [Selling Brokerage's Broker of Record/Manager] DATE May 15, 2017
[Witness] [Co-operating Brokerage's Broker of Record/Manager] DATE May 11, 2017

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Form 122 - Revised 2015 - Page 1 of 1



Agreement of Purchase and Sale Condominium Resale



Form 101

As set out by the Province of Ontario

This Agreement of Purchase and Sale dated this 25 day of February 2017

BUYER Mahkaneh Raziani signed to purchase from
(Full legal names of all buyers)

SELLER John Evan Davies And Judith Lenore Davies the following
(Full legal names of all sellers)

PROPERTY:

a unit in the condominium property known as Unit No. 18
(Apartment/ Townhouse/ Suite/ Unit)

located at 24 COUNTRY CLUB DR.

in the City of King

being YRVLC 999 Condominium Plan No. 999
(Legal Name of Condominium Corporation)

Unit Number 18 Level No. 1 Building No. 24 together with ownership

or exclusive use of parking space(s) 2 Parking & 2 Garages together with ownership or exclusive use of
(Number, level(s))

locker(s) 1 together with Seller's proportionate undivided tenancy-in-common interest
(Number, level(s))

In the common elements appurtenant to the Unit as described in the Declaration and Description including the exclusive right to use such other parts of the common elements appurtenant to the Unit as may be specified in the Declaration and Description: the Unit, the proportionate interest in the common elements appurtenant thereto, and the exclusive use portions of the common elements, being herein called the "Property".

PURCHASE PRICE: thirty five Dollars (CAD) 1,650,000.00

One Million Five Hundred Ninety Thousand Dollars

DEPOSIT: Buyer submits Upon acceptance Dollars (CAD) 60,000

Sixty Thousand Dollars (CAD) 60,000.00

by negotiable cheque payable to REMAX HALLMARK REALTY LTD. BROKERAGE "Deposit Holder" to be held

in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balances as more particularly set out in Schedule A & B.

SCHEDULES A & B attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer until 2017 p.m. on the 26 27

day of February 2017, after which time, if not accepted, this offer shall be null

and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 5:00 p.m. on the 31 day of May

2017. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): HR

INITIALS OF SELLER(S): [Handwritten initials]

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this 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), that 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 Unit, any counteroffer, notice of acceptance thereof or any sales 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 held delivered at the Address for Service provided in the Acknowledgment below, or where a facsimile number or email address is provided hereto, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No. _____ (For delivery of Documents to Seller) FAX No. _____ (For delivery of Documents to Buyer)
Email Address: mike.mosillo@gmail.com (For delivery of Documents to Seller) Email Address: mikhoshak@hotmail.com (For delivery of Documents to Buyer)

4. **CHANGES EXCLUDED:** _____

All EIFs, All Window Coverings, Stainless Steel Microwave, Oven, Gas Cooktop, Warming Drawer, BI Dishwasher, Washer & Dryer, Fridge, Fag, Pool Table, Wine Cellar, Wet, Garage Door Openers, 2 TV'S IN BASEMENT.
WATER SOFTENER (AS IS)

M-R [Signature]

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price and free of liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:** _____

6. **EXCESS ITEMS** (including Lenses, Lamps or Ovens): The following equipment is owned and was included in the Purchase Price. The Buyer agrees to reclaim the said contract(s), if applicable:

Hot Water Tank

The Buyer agrees to cooperate and execute such documentation as may be required to facilitate such assumption.

7. **COMMON EXPENSES:** Seller warrants to Buyer that the common expenses presently payable to the Condominium Corporation in respect of the Property are approximately \$ 636.44 per month, which amount includes the following:

Water, Sewer, Parking, Common Elements, Parking, Landscaping & Snow Removal GRASS CUTTING

M-R [Signature]

8. **PARKING AND LOCKERS:** Parking and lockers are as described above or assigned as follows: _____

_____ or an additional cost of: _____

INITIALS OF BUYER(S): M-R

INITIALS OF SELLER(S): [Signature]

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9. **HST** If the sale of the Property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be included in the Purchase Price. If the sale of the Property is not subject to HST, Seller agrees to carry on or before closing, that the sale of the Property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

10. **HST REBATE** Buyer shall be allowed until 4:00 p.m. on the 16 day of May, 2017 (Registration Date) to examine the title to the Property at Buyer's own expense and until the earlier of: (i) sixty days from the later of the Registration Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to notify Buyer that there are no outstanding work orders or deficiency notices affecting the Property, and that its present use (Single Family Residence) 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 sold 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 (fire insurance) in favour of the buyer and any mortgagee, both of related costs or the expense of the Seller, and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or requisitions in respect of such objections, shall be of no effect and all moneys paid shall be returned without interest or deduction and Seller, listing brokerage and Cooperating brokerage shall not be liable for any work or damage. Save as to any valid objection as 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 relating to Buyer remedy of all outstanding work orders and deficiency notices affecting the Property, and Seller agrees to execute and deliver such further instruments in this regard as Buyer may reasonably require.

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, sewer, 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 laws, conditions and provisions of the Declaration, Description and Bylaws, Occupancy Standards and Bylaws, including the Common Element Rules and other Rules and Regulations; and (d) any existing encumbrances, zoning by-laws and/or regulations and orders 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 II 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, mortgageable documents and other items (the "Required Deliverables") and the release issued by 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 the transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Required Deliverables 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 expressly 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 Required Deliverables 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 DISCHARGES** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except that as one 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, Bylaws, 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 Real And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Co-operative or insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on 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 reasonable period of time after completion, provided that an or failure compliance Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a release electronic cleared funds transfer system is not being used, a checkbook provided by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

15. **RESERVATIONS** Seller represents and warrants to Buyer that at the time of the acceptance of this Offer the Seller has not received a notice concerning 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 reservation thereof; OR (c) any substantial change in the assets or liabilities of the Condominium Corporation; and Seller consents that if Seller receives any such notice prior to the date of completion Seller shall forthwith notify Buyer in writing and Buyer may thereafter at Buyer's option declare this Agreement to be null and void and all moneys paid by Buyer shall be returned without interest or deduction.

INITIALS OF BUYER(S) H.R

INITIALS OF SELLER(S) [Handwritten initials]

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- 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 selling 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. **RESIDENCE:** (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, utility taxes, including local improvement rates; mortgage interest; rents; unworked public or private utilities and fees where billed to the Unit and not the Condominium Corporation; are to be apportioned and allowed to the day of completion, the day of completion shall in 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 occurred prior to the completion of this transaction.
- 23. **TIME CLAUSE:** 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. **TRUST:** 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 in this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereunder provided.
- 26. **UFFE:** 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 erected with foundation consisting of precast concrete, and that to the best of Seller's knowledge no building on the Property contains or has ever contained foundation that consists of precast concrete. 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 provision hereto, 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.

SIGNATURE OF BUYER(S):

M.R.

SIGNATURE OF SELLER(S):

[Handwritten signature]

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21. SUCCESSIONS AND ASSIGNS: The heirs, successors, administrators, executors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of IN WITNESS whereof I have hereunto set my hand and seal
Witness (Signed) DATE 25 Feb 2017
Witness (Signed) DATE

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably bind my lawyer to pay directly to the broker(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable provincial sales tax (and any other taxes, or any benefits to be applied) from the proceeds of the sale prior to any payment to the undersigned on completion, as outlined by the broker(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of IN WITNESS whereof I have hereunto set my hand and seal
Witness (Signed) DATE Feb. 26, 2017
Witness (Signed) DATE Feb 26, 2017

SPECIALTY COMMISSION: The undersigned agent of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written and hereby accepted by all parties on 9:03 a.m. on 27th day of FEBRUARY 2017
(Signed) DATE Feb 27/17

Brokerage Exchange: KBMAX HALLMARK REALTY LTD. Tel No. (905) 883-4972
MICHAEL N. BRALIA
Co-op/Buyer Brokerage: HOMELIFE NEW WORLD REALTY INC. Tel No. (416) 490-1177
MAJID KHOSHAB

ACKNOWLEDGEMENT
I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I submit the Brokerage to forward a copy to my lawyer. I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I submit the Brokerage to forward a copy to my lawyer.
(Signed) DATE Feb 27/17
(Signed) DATE Feb 28, 2017
Address for Broker: Tel No. Address for Seller: Tel No.
Seller's lawyer: Buyer's lawyer
Address: Address
Fax: Fax
M.O.B. FAX No. M.O.B. FAX No.
Property Manager: Phone: Fax: Tel No. FAX No.

FOR OFFICE USE ONLY
COMMISSION TRUST AGREEMENT
By Commission Brokerage shown on the foregoing Agreement of Purchase and Sale, I hereby declare that all amounts received or receivable by me or my successors in my capacity as Commission Broker or Broker of any kind shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement and shall be subject to and governed by the TRP Act governing a Commission Trust.
(Signed) Michael Bralia
(Signed) MAJID KHOSHAB

Schedule A
Agreement of Purchase and Sale -
Condominium Resale

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Mahkameh Razieni

and SELLER, John Evan Davies And Judith Lenore Davies

for the purchase and sale of **24 COUNTRY CLUB DR**

King

L7B 1M5

dated the **25**

day of **February**

2017

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 notices in this Agreement of Purchase and Sale or any Schedule thereto not later than 11:59 p.m. on fifth banking days from 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. 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.

H.R.

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 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 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. within Three 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. 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.

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 fixtures as included in this Agreement of Purchase and Sale will be in good working order and free from all liens and encumbrances 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 Purchase and Sale.

INITIALS OF BUYER(S): **H.R.**

INITIALS OF SELLER(S):

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Schedule B Agreement of Purchase and Sale



Form 105
As used by the Members of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: MAHKAJEH RAZIANI and
SELLER: John Evan Davies and Judith Lenore Davies

for the property known as 24 Country Club Drive King
L7B 1M5 dated the 25 day of FEB 2017

The Buyer acknowledges and agrees that the deposit holder (REMAX Hallmark Realty Ltd, Brokerage) discloses that the deposit holder's funds are being held in a variable interest rate account "In Trust", as specified by the Real Estate Business Brokers Act 2002 Section 27, at the current rate of Prime less 2.0%. For all purposes of this notice, the terms "banking days" or "business days" shall mean any day, other than Saturday, Sunday or statutory holiday in the Province of Ontario. Should the amount of interest calculated be more than \$50.00 the deposit holder shall pay to the depositor the interest accrued on the successful completion of this transaction; otherwise the deposit holder will retain it. The Buyer agrees that this Schedule forms part of the terms of the Trust. No interest shall be paid to the Buyer unless the Buyer provides the deposit holder with a Social Insurance Number for use on the T5 forms by no later than THIRTY (30) days following the completion. Any interest cheques issued by the deposit holder and not negotiated within six (6) months following completion of the herein transaction shall be forfeited to the deposit holder.

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 Agreement of Purchase and Sale may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. This Agreement of Purchase and Sale may be executed and delivered by electronic means, including by email transmission in pdf format, and each of the parties hereto may rely on such electronic execution as though it were an original hand-written signature. Any party to executing and transmitting this Agreement of Purchase and Sale by or email shall, immediately following a request by any other party, provide an originally executed counterpart of this Agreement of Purchase and Sale.

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

INITIALS OF BUYER(S): H-R

INITIALS OF SELLER(S): [Handwritten Signature]

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Confirmation of Co-operation and Representation



Form 320
for use in the Province of Ontario

BUYER: Mahmoud Raziani

SELLER: John Evan Davies And Judith Lenore Davies

For the brokerage of the property known as: 24 COUNTRY CLUB DR King L7B 1M5

DEFINITIONS AND INTERPRETATIONS For the purpose of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, a landlord, or a prospective, seller, vendor or landlord and "Buyer" includes a purchaser, a tenant, or a prospective, buyer, purchaser or tenant. "Sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Consents shall be deemed to include other consentation.

The following information is confirmed by the undersigned independent/broker representative(s) of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the Brokerages agree to co-operate, in consideration of, and on the terms and conditions set out below.

DECLARATION OF DISBURSANCE The undersigned independent/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 1991 (R.E.B.B.A. 1991) and Regulations.

1. LISTING BROKERAGE

- a) The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
 - 1) The Listing Brokerage is not representing or providing Customer Service to the Buyer. If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage(s)
 - 2) The Listing Brokerage is providing Customer Service to the Buyer.
- b) **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
 - That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
 - The evaluation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information relates, or unless failure to disclose would constitute fraudulent, unlawful or unethical practices;
 - The price the Buyer should offer or the price the Seller should accept;
 - Any, the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.
 However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE - PROPERTY NOT LISTED

- The Brokerage _____ represents the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid _____ (name/direct) _____ by the Seller in accordance with a Seller Customer Service Agreement
- or by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (where applicable)

MR
BUYER

MD
CO-OPERATING/BUYER BROKERAGE

[Signature]
SELLER

[Signature]
LISTING BROKERAGE

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2. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATIONS

- a) The Co-operating Brokerage represents the interests of the Buyer in this transaction.
- b) The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
- c) The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSIONS

- a) The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property ONE AND A HALF PERCENT (1.5%) to be paid from the amount paid by the Seller to the Listing Brokerage.
 (Commission As Indicated in MLS® Information) 7.15%
- b) The Co-operating Brokerage will be paid as follows:
 MB MB

Additional comments and/or conditions by Co-operating Brokerage (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Account shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with this trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

HOMELIFE NEW WORLD REALTY INC
(Name of Co-operating/Buyer Brokerage)

201 CONSUMERS RD., STE. 205 TORONTO

Tel: (416) 490-1177 Fax: (416) 490-1928

Mahid Khoshab Date: FEB 25 2017
(Authorized to bind the Co-operating/Buyer Brokerage)

MAJID KHOSHAB
First Name of Broker/Salesperson Representative of the Brokerage

REMAX HALLMARK REALTY LTD.

(Name of Listing Brokerage)

9555 YONGE STREET #201 RICHMOND HILL

Tel: (905) 883-4977 Fax: (905) 883-1521

Michael N. Mealia Date: FEB 26 2017
(Authorized to bind the Listing Brokerage)

MICHAEL N. MEALIA
First Name of Broker/Salesperson Representative of the Brokerage

CONSENT FOR MULTIPLE REPRESENTATION (to be completed only if the Brokerage represents more than one client for the transaction)
The Buyer/Seller consents with their initials to their Brokerage representing more than one client for this transaction.
MB BUYER'S INITIALS MB SELLER'S INITIALS

ACKNOWLEDGEMENT

I have received, read, and understood the above information.

Signature of Buyer: [Signature] Date: 25 Feb 2017

Signature of Buyer: _____ Date: _____

Signature of Seller: [Signature]

Signature of Seller: [Signature]

Date: FEB 26, 2017

Date: FEB 26, 2017

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Waiver



Form 123

for use in the Province of Ontario

BUYER: Mahkameh Raziani

SELLER: John Evan Davies And Judith Lenore Davies

REAL PROPERTY: 24 COUNTRY CLUB DR

King

L7B 1M5

In accordance with the terms and conditions of the Agreement of Purchase and Sale dated the 25 day of February

2017, regarding the above property, I/We hereby waive the condition(s) which read(s) as follows:

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 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 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. within Three 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. 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.

All other terms and conditions in the aforementioned Agreement of Purchase and Sale to remain unchanged.

For the purposes of this Waiver, "Buyer" includes purchaser, tenant, and lessee, and "Seller" includes vendor, landlord, and lessor, and "Agreement of Purchase and Sale" includes an Agreement to Lease.

WAIVED at Richmondhill, Ontario, at 4:25 p.m. this 6 day of March 2017.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

M. [Signature]
(Witness)

[Signature]
(Buyer/Seller)

DATE MAR 06 2017
(Seal)

.....
(Witness)

.....
(Buyer/Seller)

DATE

Receipt acknowledged at 6:35 a.m. on this 6th day of MARCH 2017 by:

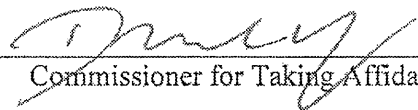
Print Name: MICHAEL MENIJA

Signature: [Signature]

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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

OREA Ontario Real Estate Association **Mutual Release**

**Ontario
Real Estate
Board**

Form 122
In Use in the Province of Ontario

BETWEEN
BUYER: Azim Parekh & Mona Lee agrees to purchase from
AND
SELLER: John Evan Davison & Judith Lenore Davison the following
immovables: RefMax Hallmark Realty Ltd. and Spectrum Realty Services Inc.
(Listing Brokerage) (Cooperating Brokerage)

Re: Agreement of Purchase and Sale between the Seller and Buyer dated the 23rd day of August, 2017 concerning the property known as 35 Country Club Drive in the Municipality of King,

as more particularly described in the above stated Agreement of Purchase and Sale.

Now, the Buyer and the Seller in the above noted transaction hereby acknowledge that the above described transaction is terminated and release each other and the Brokerage in the proposed transaction, from all liabilities, commitments, obligations, claims and sums of money arising out of the above Agreement of Purchase and Sale, together with any rights and causes of action that each party may have had against the other and/or the Brokerage, and we direct the deposit holder to disburse the deposit of:

Seventy-Five Thousand Canadian Dollars (\$Can 75,000.00) payable to JES BURNETT

IRREVOCABILITY: This Mutual Release shall be irrevocable by Buyer,

on the day of August, 2017, after which time if not fully executed by Buyer and Seller, this Mutual Release shall become null and void, for the purposes of this Mutual Release, "Buyer" includes purchaser, agent, and spouse, "Seller" includes vendor, landlord, and lessor. Brokerage includes Listing Brokerage, Cooperating Brokerage (if applicable) and the registrant and employees of the Brokerage(s), and "Agreement of Purchase and Sale" includes an Agreement to Lease.

This release shall be binding upon the heirs, executors, administrators and assigns of all the parties executing same.

SIGNED, SEALED AND DELIVERED in the presence of:
IN WITNESS whereof I have hereunto set my hand and seal:
[Signature] DATE Aug 26/17
[Signature] DATE Aug 27/17

I, the Undersigned, agree to the above as to Mutual Release.

SIGNED, SEALED AND DELIVERED in the presence of:
IN WITNESS whereof I have hereunto set my hand and seal.
[Signature] DATE Aug 28/17
[Signature] DATE Aug 28/17

CONTINUATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Mutual Release with all changes (and typed and/or written amendments) accepted by all parties at 8:02 a.m./p.m. this 28 day of August, 2017. Aug 28 2017
[Signature] Aug 28 2017

The Brokerage hereby releases all parties from any claim that the Brokerage may have having the commission or other compensation in the above transaction, except as may be hereinbefore specifically provided.

SIGNED, SEALED AND DELIVERED in the presence of:
IN WITNESS whereof I have hereunto set my hand and seal:
[Signature] DATE Aug 28, 2017
[Signature] DATE Aug 28/17

IRE The Immobiles REGISTERED, ENCUMBERED and UNREGISTERED are controlled by The Complete Real Estate Association (CIREA) and hereby not allow professional liability members of OREA, shall make them.

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Spectrum Realty Services Inc.

OREA Ontario Real Estate Association

Agreement of Purchase and Sale - POTL Common Elements Condominium

Form 111
For use in the Province of Ontario

This Agreement of Purchase and Sale dated this 8 day of August, 2017.

BUYER, Arjun Parakh & Mona Lee (Full legal names of all Buyers)

SELLER, John Evan Davies And Judith Lenore Davies (Full legal names of all Sellers)

REAL PROPERTY (Portion of Tied Land - POTL)

Address: 24 COUNTRY CLUB DR

Fronting on the South side of Country Club Dr

in the Municipality of King

and having a frontage of 60ft more or less by a depth of 151ft more or less.

and legally described as SEE SCHEDULE "A"

(Legal description of land including street name not included is intended)

COMMON ELEMENTS CONDOMINIUM

The property shall be deemed to include a common interest in the Condominium Corporation being YRCP (Legal Name of Condominium Corporation)

Condominium Plan No. 399 as more particularly set out in the Declaration and Description.

PURCHASE PRICE Dollars (CAD\$) 1,510,000.00

One Million Five Hundred Ten Thousand Dollars

DEPOSIT Buyer submits Upon acceptance (Amount/Upon Acceptance/As otherwise described in this Agreement)

SEVENTY-FIVE THOUSAND Dollars (CAD\$) 75,000.00

by negotiable cheque payable to RE/MAX HALLMARK REALTY LTD. BROKERAGE. "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Trust Estate Trust Account and no interest shall be earned, retained or paid on the deposit. Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A & B

1. **IRREVOCABILITY:** This offer shall be irrevocable by BEUER (Seller/Agent) until 11:00 p.m. on the 8 day of August, 2017, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

INITIALS OF BUYER(S): [Handwritten initials]

INITIALS OF SELLER(S): [Handwritten initials]

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[Handwritten signature]

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 27 day of ~~September~~ OCTOBER 2017. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

3. NOTICES: The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this 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 Seller or the Buyer 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, his or her, any counterparty, 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 Acknowledgment below, or when a facsimile number or email address is provided hereto, when transmitted electronically to that facsimile number or email address, respectively. In which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: _____
(For delivery of Documents to Seller)

FAX No.: _____
(For delivery of Documents to Buyer)

Email Address: mike.merita@gmail.com
(For delivery of Documents to Seller)

Email Address: scullshroneta@gmail.com
(For delivery of Documents to Buyer)

[Handwritten signature]

4. CHATTELS INCLUDED: _____
So Microwave, BT Oven, Gas & Warming Drawer, B/I D/Washer, ~~3~~ Fan, BT Gas Stovetop, Washer & Dryer, All EIF, All Window Coverings, 2 CDs's, Fag. Cas, Hwt(R), Cvs(A's), 200 Amp Serv, U/G Sprinkler Sys, Pool Table, Wine Cellar, Large Panasonic TV

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 liens, encumbrances or claims affecting the said fixtures and chattels.

5. FIXTURES EXCLUDED: _____

6. RENTAL ITEMS (Including Lease, Lease to Own): The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if applicable:
Hot Water Tank (If Rented)

The Buyer agrees to cooperate and assist with documentation as may be required to facilitate such assumption.

INITIALS OF BUYER(S) *[Handwritten initials]*

INITIALS OF SELLER(S) *[Handwritten initials]*

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7. HST: If the sale of the Property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be

Included in the Purchase Price, if the sale of the Property is not subject to HST, Seller agrees to verify as of (included in/a section of) before closing, that the sale of the Property is not subject to HST. Any HST an estate, if applicable, is not included in the Purchase Price.

8. TITLE SEARCH: Buyer shall be allowed until 00 p.m. on the 13 day of ~~November~~ OCTOBER 2017 (Acquisition Date) to examine the title to the property on Buyer's own expense and until the earlier of: (i) fifty days from the date of the Acquisition 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 outstanding work orders or delinquency notices affecting the property, and that its presence (Single Family Residential) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and delinquency notices affecting the property, and Seller agrees to review and deliver such further information as is requested by Buyer as Buyer may reasonably require.

9. FUTURE USE: Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. TITLES: Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been completed with; or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainages, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or delinquency notice, or to the fact the said principal use may not lawfully be continued, or that the principal building may not be insured against risk of fire 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 interpretation or negotiations in respect of such objections, shall be on and end and all moneys 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.

11. CLOSING ARRANGEMENTS: Where each of the Seller and Buyer retains 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, non-registrable documents and other items (the "Requisite Deliverables") 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 lawyer(s) receiving any of the Requisite Deliverables 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 Deliverables will occur in the applicable Land Title Office or such other location agreeable to both lawyers.

12. 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. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Acquisition Date. 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, Co-op Societies or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on 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, so title within a reasonable period 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 accounted by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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- 13. **INSPECTIONS:** 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.
- 14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. 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.
- 15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. **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. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 26(27) of the Planning Act, R.S.O. 1990.
- 17. **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.
- 18. **ADJUSTMENTS:** Common Expenses; realty taxes, including local improvement taxes; mortgage interest; rents; unmetered public or private utilities and fuel where billed to the fiscal or fiduciary and not the Condominium Corporation; are to be apportioned and allowed to the day of completion, 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 in which Seller may have contributed prior to the date of completion.
- 19. **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 claims will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any change in property tax as a result of a re-assessment of the property, save and except any property taxes that occurred prior to the completion of this transaction.
- 20. **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.
- 21. **TENDERS:** 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.
- 22. **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 assented thereto as hereinafter provided.
- 23. **UPFB:** 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 installed with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. 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.

INITIALS OF BUYER(S)

INITIALS OF SELLER(S)

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24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.

25. **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.

26. **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 printed portion hereof, the added provision shall supersede the standard printed 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.

27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

28. COMMON ELEMENTS CONDOMINIUM:

a). **COMMON EXPENSES:** The Seller warrants to the Buyer that the common expenses presently payable to the Condominium Corporation in respect of the Property are approximately \$ 636.44 per month, which includes the following:

Grass Cutting, Small Clubhouse amenities including swimming pool, exercise room, tennis court, Water and Sewage

b). **STATUS CERTIFICATE AND MANAGEMENT OF CONDOMINIUM:** The Seller represents and warrants to the Buyer that there are no special circumstances 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. Seller agrees to deliver to Buyer, if it is possible without incurring any cost in so doing, copies of all current condominium documentation of the Condominium Corporation, including the Declaration, Description, Bylaws, Common Element Rules and Regulations and the most recent financial statements of the Condominium Corporation.

c). **MEETINGS:** The Seller represents and warrants to the 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:
(i) the management of the government of the condominium property;
(ii) any substantial alterations in or substantial addition to the common elements or the renovation thereof; OR
(iii) any substantial change in the assets or liabilities of the Condominium Corporation; and Seller covenants that if the Seller receives any such notice prior to the date of completion Seller shall forthwith notify the Buyer in writing and Buyer may thereupon at the Buyer's option declare the Agreement null and void and all moneys paid by the Buyer shall be refunded without interest or deduction.

d). **TITLE:** The Buyer agrees to accept title to the Property subject to 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.

Condominium Property Manager: _____
(Name)

(Agent)
INITIALS OF BUYER(S):  INITIALS OF SELLER(S): 

29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS WHEREOF I have hereunto set my hand and seal:
 (Witness) _____ (Seal) _____ DATE: 8/17
 (Witness) _____ (Seal) _____ DATE: _____

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the Brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable, from the proceeds of the sale prior to any payment) to the undersigned on completion, as advised by the Brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS WHEREOF I have hereunto set my hand and seal:
 (Witness) _____ (Seal) _____ DATE: Aug 11, 2017
 (Witness) _____ (Seal) _____ DATE: 8/11/17

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) _____ (Spouse) _____ (Seal) _____ DATE _____

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all clauses both typed and written was fully accepted by all parties of Vaughan this 12 day of August, 2017.
 Signature of Buyer or Buyer's Agent: _____

INFORMATION ON BROKERAGE(S)	
Listing Brokerage: REMAX HALLMARK REALTY LTD.	Tel.No. (905) 883-4923
MICHAEL N. MICALLA <small>(Salesperson / Broker Name)</small>	
Coop/Buyer Brokerage: SPECTRUM REALTY SERVICES INC.	Tel.No. (416) 736-6500
PAUL ANDREW JAMES SIMONETTA <small>(Salesperson / Broker Name)</small>	

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer. (Seal) _____ DATE: 8/11/17 Address for Service: _____ Tel.No.: _____ Seller's lawyer: _____ Address: _____ Email: _____ B/L No.: _____ FAX No.: _____	I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer. (Seal) _____ DATE: 8/11/17 Address for Service: _____ Tel.No.: _____ Buyer's lawyer: _____ Address: _____ Email: _____ B/L No.: _____ FAX No.: _____
--	---

FOR OFFICE USE ONLY **COMMISSION TRUST AGREEMENT**

In consideration for the Co-operating Brokerage providing the Listing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the transaction are commingled in the MESP Trust and Assignments of my Real Estate Board that be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MESP Rules and shall be subject to and governed by the MESP Rules pertaining to Commission Trust.

DATED: _____ and in the presence of the undersigned of the Listing Agreement of Purchase and Sale.
 (Signature of Seller) _____ (Signature of Buyer) _____
 (Authorized to bind the Listing Brokerage) _____ (Authorized to bind the Co-operating Brokerage) _____

OREA Ontario Real Estate Association
Form 111
for use in the Province of Ontario

Schedule A
Agreement of Purchase and Sale - POTL
Common Elements Condominium

Toronto
Real Estate
Board

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Alpha Purch & Mont Lee and
SELLER, John Evan Davies And Judith Lesore Davies

for the purchase and sale of 24 COUNTRY CLUB DR King

LIE (MS) dated the 8 day of AUGUST, 2017

Buyer agrees to pay the balance as follows:

LEGAL DESCRIPTION:

UNIT 18, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 599 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS: PT BLK 1 PL 65MD631, PTS 2, 3 & 4, 65R26022; TOWNSHIP OF KING, 5/T & 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 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 within TEN (10) Business Days after acceptance of the Buyer or his Agent being able to arrange at the Buyer's expense satisfactory financing. Failing which this Offer shall become null and void and the Buyer's deposit shall be returned in full without deduction. This condition is included for the benefit of the Buyer and may be waived at his/her sole option.

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 TEN (10) 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 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.

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

The Seller agrees to discharge any mortgage liens or other encumbrances registered against the property on or before closing at his own expense either from proceeds of the sale or the sale or by solicitors undertaking.

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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OREA Ontario Real Estate Association
Form 111
to use in the Province of Ontario

Schedule A
Agreement of Purchase and Sale - P.O.T.L.
Common Elements Condominium

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Azim Parakh & Mona Lee

SELLER, John Evan Davies And Judith Lembre Davies

for the purchase and sale of **24 COUNTRY CLUB DR** King

L7B 1M4 dated the **8** day of **August**, 20**17**

The Seller represents and warrants that the chattels, appliances, permanent fixtures and equipment as included in this Agreement of Purchase and Sale will be in good working order and free from all liens and encumbrances 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.

The Seller warrants that all the mechanical components, electrical, heating, ventilation, air conditioning systems, air compressors, conveyor systems, boilers, plumbing and all other equipment on the real property shall be in good working order on completion and deemed to be free from all liens and encumbrances on completion. The Parties agree that this warranty 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 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.

Handwritten initials and scribbles on the left margin.

The Seller agrees to provide, at the expense of the Seller, a survey of the property, completed by an Ontario Land Surveyor, showing the current location of all buildings, structures, additions, fences, improvements, easements, rights-of-way and encroachments affecting the property. The Seller also agrees to supply all building plans, mechanical drawings, and any other plans, and all warranties and service manuals applicable to any equipment or chattels included in the purchase price.

Handwritten initials and scribbles on the right margin.

The Seller 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 booklets to Buyer on Completion Date.

The Seller warrants that there are no work order or deficiency notices outstanding against the property, and if so will be complied with at the seller's expense, on or before closing.

The Seller warrants that to the best of their knowledge, belief and understanding that this property has not been stigmatized by any act or occurrence, for example, death/murder/suicide/home invasion/bawdy house, etc. which would be considered traumatic or horrific 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 and Sale.

INITIALS OF BUYER(S)

Handwritten initials of the buyer.

INITIALS OF SELLER(S)

Handwritten initials of the seller.

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OREA Ontario Real Estate Association
Form 111
for use in the Province of Ontario

Schedule A
Agreement of Purchase and Sale - POTL
Common Elements Condominium

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Azim Parekh & Mona Lee

SELLER: John Evan Davies And Judith Lenore Davies

for the purchase and sale of: **24 COUNTRY CLUB DR** King

L7B 1M5 dated the **8** day of **August** 20**17**

This offer 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 request at the Buyer's expense, the Status Certificate and attachments within 10 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 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 Offer is conditional upon 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. ~~This condition is included for the benefit of the Seller and may be waived at the Seller's sole option by notice in writing to the Buyer within the time period stated herein.~~

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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CREA Ontario Real Estate Association
Form 105
 For use by the Province of Ontario

Schedule B
Agreement of Purchase and Sale

Toronto Real Estate Board

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Avin Parikh & Mona Lee and

SELLER: John Evan Davies and Judith Lenore Davies

for the property known as, 24 Country Club Drive King

47B 1M3 dated the 8 day of August 2017

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 2.15% per annum (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 One 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 holder will waive the administrative fee and pay the interest it 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 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.

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.

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 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.

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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OREA Ontario Real Estate Association

**Schedule B
Agreement of Purchase and Sale**

Toronto Real Estate Board

Form 105
In use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Azhar Peraki & Mona Lee and

SELLER: John Evan Davies and Judith Lenore Davies

for the property known as 24 Country Club Drive King

LTP LMS dated the 8 day of August 2017

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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Confirmation of Co-operation and Representation

Form 320
to use in the Province of Ontario

BUYER: Azim Parekh & Mans Lee

SELLER: John Evan Davies And Judith Leane Davies

For the transaction on the property known as: 24 COUNTRY CLUB DR King L7B 1M5

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Cooperation and Representation "Seller" includes a vendor, a landlord, or a prospective seller, vendor or landlord and "Buyer" includes a purchaser, a tenant, or a prospective, buyer, purchaser or tenant. "Sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Completion shall be deemed to include other interpretation.

The following information is confirmed, by the undersigned salesperson/broker representative of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the Brokerages agree to cooperate, in consideration of, and on the terms and conditions set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declares that he/she is insured as required by the Real Estate and Business Brokers Act, 2002 (R.E.B.B.A. 2002) and Regulations.

1. LISTING BROKERAGE

- a) The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
 - 1) The Listing Brokerage is not requesting or providing Customer Service to the Buyer. If the Buyer is working with a Co-operating Brokerage, Section 2 is to be completed by Co-operating Brokerage
 - 2) The Listing Brokerage is providing Customer Service to the Buyer.
- b) **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representative Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equitably protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
 - That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
 - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
 - The price the Buyer should offer or the price the Seller should accept;
 - And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.
 However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to enable them to come to their own conclusions.





Additional comments and/or disclosures by Listing Brokerage (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE - PROPERTY NOT LISTED

- The Brokerage represents the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid:
 - by the Seller in accordance with a Seller Customer Service Agreement
 - by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

 BUYER
  CO-OPERATING/BUYER BROKERAGE
  SELLER
  LISTING BROKERAGE

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3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATIONS

- a) The Co-operating Brokerage represents the interests of the Buyer in this transaction.
- b) The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
- c) The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION

- a) The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property 2.5% + GST to be paid from the amount paid by the Buyer to the Listing Brokerage. (Commission As Indicated In MLS® Information)
- b) The Co-operating Brokerage will be paid as follows:

Addition of elements and/or disclosure by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage providing an offer for a trade of the property acceptable to the Buyer. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the CREA prescribed MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

SPECTRUM REALTY SERVICES INC. <small>(Name of Co-operating Brokerage)</small> 3400 JANE ST. UNIT 9 CONCORD Tel: (416) 736-6500 Fax: (416) 736-9766 Date: <u>AUG. 8, 2017</u> PAUL ANDREW JAMES SIMONETTA <small>(Print Name of Broker/Salesperson Representative of the Brokerage)</small>	RE/MAX HALLMARK REALTY LTD. <small>(Name of Listing Brokerage)</small> 9555 YONGE STREET #291 RICHMOND HILL Tel: (905) 883-4972 Fax: (905) 883-1521 Date: <u>Aug 11, 2017</u> MICHAEL N. MEALLA <small>(Print Name of Broker/Salesperson Representative of the Brokerage)</small>
--	---

CONSENT FOR MULTIPLE REPRESENTATION (to be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consents with their initials in their Brokerage representing more than one client for this transaction.

BUYER'S INITIALS: _____ SELLER'S INITIALS: _____

ACKNOWLEDGEMENT

I have received, read, and understood the above information.

Signatures of Buyer: _____ Date: 8/2/17
 Signatures of Seller: _____ Date: 8/11/17

TAB G

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 Beeforth



Mutual Release



Form 122
for use in the Province of Ontario

BETWEEN:
BUYER: Marina Frank, agrees to purchase from
AND
SELLER: John Ewan Davies and Judith Lenore Davies, the following
BROKERAGE(S): Romax Hallmark Realty Ltd. Brokerage and Laceby Real Estate Limited
(Listing Brokerage) (Co-operating Brokerage)

RE: Agreement of Purchase and Sale between the Seller and Buyer dated the 14th day of September 2017 concerning the property known as: 24 Country Club Dr. King ON L7B 1M5 as more particularly described in the aforementioned Agreement of Purchase and Sale.

We, the Buyer and the Seller in the above noted transaction hereby acknowledge that the above described transaction is terminated and release each other and the Brokerage in the proposed transaction, from all liabilities, covenants, obligations, claims and sums of money arising out of the above Agreement of Purchase and Sale, together with any rights and causes of action that each party may have had against the other and/or the Brokerage, and we direct the deposit holder to disburse the deposit of:

Seventy-Five Thousand Canadian Dollars (\$Can. 75,000.00) payable for the Buyer.

IRREVOCABILITY: This Mutual Release shall be irrevocable by Buyer/Seller until 8:00 a.m. on the 2nd day of October 2017, after which time if not fully executed by Buyer and Seller, this Mutual Release shall become null and void.

For the purposes of this Mutual Release, "Buyer" includes purchaser, tenant, and lessee, "Seller" includes vendor, landlord, and lessor, Brokerage includes Listing Brokerage, Co-operating Brokerage (if applicable) and the registrants and employees of the Brokerage(s), and "Agreement of Purchase and Sale" includes an Agreement to Lease.

This release shall be binding upon the heirs, executors, administrators and assigns of all the parties executing same.

SIGNED, SEALED AND DELIVERED in the presence of:
 IN WITNESS whereof I have hereunto set my hand and seal.
 (Witness) [Signature] DATE SEPT 28 2017
 (Witness) [Signature] DATE _____

I, the Undersigned, agree to the above offer to Mutual Release.
SIGNED, SEALED AND DELIVERED in the presence of:
 IN WITNESS whereof I have hereunto set my hand and seal:
 (Witness) [Signature] DATE Sept 29 2017
 (Witness) [Signature] DATE Sept 29 2017

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Mutual Release with all changes both typed and written was finally accepted by all parties at 1:21 a.m. on this 29 day of Sept 2017.
 [Signature] (Signature of Seller or Buyer)

The Brokerage hereby releases all parties from any claim that the Brokerage may have had for commission or other remuneration in the above transaction, except as may be hereinbefore specifically provided.

SIGNED, SEALED AND DELIVERED in the presence of:
 IN WITNESS whereof I have hereunto set my hand and seal:
 (Witness) [Signature] DATE September 29, 2017
 (Witness) [Signature] DATE Sept 29 2017

OREA Ontario Real Estate Association Agreement of Purchase and Sale Condominium Resale

11th Edition
March 2011

Form 101

This Agreement of Purchase and Sale is dated the 14th day of September, 2012

between Adrian Khank

and John / Jean Desjardins and Judith / George Davidson

located at 24 Country Club Dr. King City, ON

in the King Valley Heights

lot(s) Unit #111

or includes two of Parking Space(s) 111

located N/A

to the common elements described in the Declaration and Constitution including the exclusive right to use each other parts of the common elements...

together with Seller's prepayments multiplied together to produce a total of Five Million Four Hundred Ninety Thousand

Dollars (Cdn) 5,490,000

Deposit Buyer retains Upon Acceptance

Security Five Thousand

by negotiable cheque payable to HomeMark Realty Inc.

by negotiable cheque payable to HomeMark Realty Inc.

1. RESCINDIBILITY This offer shall be rescinded by Seller on the 14th day of September

2. COMPLETION DATE This Agreement shall be completed by no later than 5:00 p.m. on the 14th day of September

INITIALS OF BUYER(S) MF

INITIALS OF SELLER(S) MF

The Ontario Real Estate Association (OREA) is a not-for-profit corporation... Page 1 of 2

MF MF MF MF MF MF MF MF MF MF

MF MF MF MF MF MF MF MF MF MF

7. **NOTICE:** The Seller hereby appoints the Buyer as agent for the Seller for the purpose of giving and receiving notices permitted by this 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 permitted by this Agreement. Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be permitted or authorized to do either for either the Buyer or the Seller for the purpose of giving and receiving notices. Any notice (including notices or demands for deeds) shall be in writing. In addition to any notices contained herein and in any Schedule hereto, the offer, any correspondence, notices or receipts or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of these "Documents") shall be delivered personally and received (upon delivery) personally or hand delivered to the Addressee for notices permitted in the Administrative Tables, or where a facsimile number or e-mail address is provided herein, when warranted absolutely, to that facsimile number or e-mail address, in which case, the Agent(s) of the party notified shall be deemed to be notified.

TAX No.: (205) 833-1521 (if delivery of Documents is by fax) TAX No.: (205) 833-3773 (if delivery of Documents to Buyer)

Fax Address: (if delivery of Documents is by fax) Fax Address: (if delivery of Documents to Buyer)

- 8. **CHATELAIN MORTGAGES, Stainless Steel Appliances, A/D, Oven, Cleared, Warming, Ironing, D/I Dishwasher, Stainless Steel Fridges, D/I Gas Stove, Top, W/Storage Dryer, D/I D.E., D/I Microwave, Covering, 2, D.I.D., Content Xna In "As Is" Condition, and miscellaneous, Spoolster, Restaux, Paul, Table, w/4 Lanes, Pannonic, TV.**

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price less item of fixtures, improvements or chattels affecting the said fixtures and chattels.

9. **FURNISHES EXCLUDED:**

- 6. **RENTAL ITEMS:** pertaining to a car, lease in Overt, the following equipment is listed and not included in the Purchase Price. The Buyer agrees to assume the rental charges, if applicable:

Used Water Tank

The Buyer agrees to cooperate and execute such documentation as may be required to facilitate such acquisition.

- 7. **COMMON EXPENSES:** Seller warrants to Buyer that the common expenses properly payable to the Condominium Corporation in respect of the Property are approximately \$ 3,000.00 per month, which amount includes the following: Pool, Gym, Clubhouse, MTC, Room, Tennis, Basketball, Main Pool, Water Sewer.

- 8. **PARKING AND LOCKERS:** Parking and lockers are as described above or assigned as follows: "Unisex Drive" (an additional cost of D.I.D.)

INITIALS OF BUYER: MF

INITIALS OF SELLER: [Signature]

11. The documents in which the Seller's name is mentioned shall be the responsibility of the Seller. The Buyer shall be responsible for the payment of the taxes and other charges mentioned in the Administrative Tables. The Seller shall be responsible for the payment of the taxes and other charges mentioned in the Administrative Tables. The Seller shall be responsible for the payment of the taxes and other charges mentioned in the Administrative Tables.

MF

MF

9. If the title of the Property (Real Property as described herein) is subject to Homestead rules for 1831, then such tax shall be included in the Purchase Price. If the title of the Property is not subject to 1831, Seller agrees to carry out all public charges, that the title of the Property is not subject to 1831. Any 1831 tax charge, if applicable, is not included in the Purchase Price.

10. TITLE SEARCH: Buyer shall have a title search conducted on the 20th day of November, 2017, to determine the status of the Property of Buyer's own records and shall be notified of any title defects from the date of the Registration Date for the Date on which the Conditions in this Agreement are fulfilled or otherwise waived or (b) two days prior to completion, to notify Buyer and Buyer has no obligation to pay for any deficiency notice affecting the Property, and has the present use of the Property as a residence.

11. TITLE: Buyer agrees to accept title to the Property subject to all rights and easements registered against the Property and inclusion of telephone wires, electric gas, water, sewer, telephone cable facilities and other related services provided that title to the Property is otherwise good and has been of record since January 1st or earlier except periods for any registered mortgages, conditions in terms of the land provided such have been completed and (b) the provisions of the Condominium Act and its Regulations and the terms, conditions and provisions of the Declaration, Description and By-Laws, Occupancy Guidelines by-Laws, including the Common Element Rules and other Rules and Regulations; and (c) any existing registered easements, zoning by-law and/or restrictions and other rules or service contracts.

12. CLOSING ARRANGEMENTS: Where such of the Seller and Buyer intend 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 Act, R.S.O. (1990), Chapter L1 and the Electronic Registration Act, S.O. (1991), Chapter A4, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, negotiable documents and other items that the "Qualified Depositor" and the release thereof to the Seller and Buyer will be completed at the same time as the registration of the Seller's deed and any other documents intended to be registered in connection with the completion of this transaction and (a) be subject to conditions whereby the Buyer's (including any of the Buyer's co-buyers) will be required to hold these in trust and not release same until in accordance with the terms of a written agreement between the Seller and Buyer, and (b) the Seller and Buyer acknowledge and agree to be bound by the terms of the document registration agreement which is recommended here to be used by the Law Society of Upper Canada. Where otherwise agreed to by the Buyer, such exchange of the Qualified Depositor will occur in the applicable land Title Office or such other location acceptable to both parties.

13. STATUS CERTIFICATE AND MANAGEMENT OF CONDOMINIUM: Seller represents and warrants to Buyer that there are no special agreements contemplated by the Condominium Corporation, and there are no legal actions pending by or against or contemplated by the Condominium Corporation. The Seller consents in a request by the Buyer or the Buyer's authorized representatives 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 act and pay 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 cost to so doing, copies of all original documentary 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 Real Property Act (Canada), Chartered Bank, Trust Company, Credit Union, Cash or Post Office or otherwise Company and which is not to be assumed by Buyer on completion, it not available in reasonable time and/or requires Buyer to accept Seller's lawyer's personal undertaking in writing, until the closing date, it discharge in reasonable time and/or requires some, or cause same to be registered, or file with a notary public or other qualified person, provided that he or she complies with the Seller's promise to Buyer to release same if the discharge is not being used, a discharge provided by Seller's lawyer pursuant to the mortgage of the amount required to obtain the discharge of the balance due on completion.

15. MEETINGS: Seller represents and warrants to Buyer that at the date of the acceptance of this Offer the Seller has not received a notice convening a special or general meeting of the Condominium Corporation (or the Association) for the resolution of the government of the condominium property (b) any resolution of the Condominium Corporation or the Association is in the process of being passed or passed by the Condominium Corporation or the Association; and (c) Seller receives any such notice prior to the date of completion. Seller shall inform Buyer in writing and Buyer may inspect at Buyer's option the Declaration Agreement to be a will and void and all monies paid by Buyer shall be refunded without interest or deduction.

INITIALS OF BUYER(S): MF

INITIALS OF SELLER(S): JF

14. The title search, MORTGAGE SEARCH and a MORTGAGE are conducted by the Office of the Registrar of Titles and the Office of the Registrar of Mortgages. The Office of the Registrar of Mortgages is a separate office from the Office of the Registrar of Titles. The Office of the Registrar of Mortgages is located at 100 King Street West, Toronto, Ontario. The Office of the Registrar of Titles is located at 100 King Street West, Toronto, Ontario. The Office of the Registrar of Mortgages is a separate office from the Office of the Registrar of Titles. The Office of the Registrar of Mortgages is located at 100 King Street West, Toronto, Ontario. The Office of the Registrar of Titles is located at 100 King Street West, Toronto, Ontario.

- 16. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the Property and acknowledge that upon completion of this offer shall be a binding agreement of purchase and sale between Buyer and Seller. The Buyer understands that having the opportunity to inspect or request for a properly inspected report in this Agreement and agrees that neither he nor the agent(s) provided for in this Agreement, the Buyer will not be obtaining a properly inspection or properly inspection report regarding this 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 for such for the required consent, and if such consent is refused, then this Agreement shall be null and void and the deposit money shall be returned without interest or other penalty to the Buyer.
- 18. **WARRANTY:** The Unit and all other things being purchased shall be sold subject to the risk of the Seller and completion. In the event of individual damage to the Property Buyer may at Buyer's option make good the purchase of insurance to be paid for upon the date of such damage by an addendum with the purchase of the insurance. In the event of the Agreement and of deposits made by Buyer hereunder shall be returned without interest or deduction. If there is a loss of a Change/ Mortgage, or Buyer is attending a Change/ Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other person's interest on completion.
- 19. **DOCUMENT RETURN:** The Vendor/Word Book, loan for the Unit number for Affiliates, be prepared in its original form in the absence of Seller, and any Change/ Mortgage to be given back by the Buyer to Seller at the signature of the Buyer.
- 20. **REPRESENTATION:** Seller to the Buyer, the Seller represents and warrants that the Seller is not and are not aware of any other person or persons who are in possession of the income tax for which responsibility and warranty shall remain and mortgage upon the completion of this transaction and that Seller shall deliver to the Buyer a statutory declaration that Seller is not aware of any other person or persons who are in possession of the income tax for which responsibility and warranty shall remain and mortgage upon the completion of this transaction and that Seller shall deliver to the Buyer a statutory declaration that Seller is not aware of any other person or persons who are in possession of the income tax for which responsibility and warranty shall remain and mortgage upon the completion of this transaction.
- 21. **ADJUSTMENT:** The Seller represents and warrants that the Seller is not and are not aware of any other person or persons who are in possession of the income tax for which responsibility and warranty shall remain and mortgage upon the completion of this transaction and that Seller shall deliver to the Buyer a statutory declaration that Seller is not aware of any other person or persons who are in possession of the income tax for which responsibility and warranty shall remain and mortgage upon the completion of this transaction.
- 22. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and property tax as a result of an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Sub-agent, for any change in property tax as a result of a re-assessment of the Property, nor and except any property tax that occurred prior to the completion of the transaction.
- 23. **TIME LIMITS:** Time shall in all respects be of the essence based 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 this regard.
- 24. **TENDERS:** 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 received with such check or a banker's draft issued in the form of a bank draft, certified cheque or wire transfer using the Telex Value Transfer System.
- 25. **FAMILY LAW ACT:** Seller warrants that special 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 required consent.
- 26. **UTTI:** 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 lawfully constructed containing water, mold, mildew, or any other substance that is hazardous to human health, and that to the best of Seller's knowledge no building on the Property contains or has ever contained hazardous materials or substances. This warranty shall survive and not merge in 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. **TOTAL, ACCOUNTING AND ENVIRONMENTAL ADVICES:** 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 in this Agreement including any Schedule attached hereto and any provision in the standard printed form hereon, the added provision shall prevail over the standard printed provision in the event 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, statutory agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller agrees to sell and Buyer agrees to purchase. This Agreement shall be read with all changes of goods or services provided by the contract.
- 30. **TIME AND DATE:** Any reference to a date and time in this Agreement shall mean the time and date where the Property is located.

INITIALS OF BUYER(S) MF

INITIALS OF SELLER(S) [Signature]

1. This document is printed in French and English. The French version shall prevail in the event of a conflict. 2. This document is subject to the provisions of the Real Estate Act, R.S.O. 1990, Chapter S.5, and the regulations made thereunder. 3. This document is subject to the provisions of the Real Estate Act, R.S.O. 1990, Chapter S.5, and the regulations made thereunder. 4. This document is subject to the provisions of the Real Estate Act, R.S.O. 1990, Chapter S.5, and the regulations made thereunder.

3. THE SELLERS AND ASSIGNS the title, location, dimensions, contents and weight of the subject land parcel by the lot or lots

RECORD, MAILED AND INDEXED in the presence of: *M. O'Neil* Dated: *14/10/2017*

I, the undersigned seller, being to the above effect, hereby irrevocably invest my power in my trustee in the land parcel with whom I have agreed to pay consideration, the receipt whereof is the condition precedent to the completion of the purchase of the land parcel as they describe in the contract, from the proceeds of the sale prior to my payment of the purchase price, as stipulated by the contract in my power.

RECORD, MAILED AND INDEXED in the presence of: *M. O'Neil* Dated: *Sept 16, 2017*

INFORMA CONTINUI: The undersigned person of the title hereby consents to the deposit for evidence of the purchase of the property of the State Law No. 2,353,1910, and hereby agrees to execute the necessary documents to give full force and effect to the said contract.

CONFIRMATION OF ACCEPTANCE: I, the undersigned, hereby certify that I have read and understand the contents of the Agreement with all clauses both legal and moral and hereby accept it. *SEPTEMBER 17*

INFORMATION ON INTERESTS: *11801*
Title Registrars: *Reynolds, Lindmark, Rosdy, Linkages* Phone: *805-1-887-4922*
Co-Registrars: *Larsby, Real Estate, Linkages* Phone: *805-1-811-0823*

ACKNOWLEDGEMENT: I acknowledge receipt of my signed copy of this registered Agreement of Purchase and Sale and I warrant to the purchaser to be in full force and effect. *11/8/17*
I warrant to the seller of my signed copy of this registered Agreement of Purchase and Sale and I warrant to be in full force and effect. *11/8/17*

LEGAL OFFICE USE ONLY: COMMISSIONER'S AFFIDAVIT: *M. O'Neil*

As to each of the above parcels, the undersigned hereby certifies that the same are owned by the person named in the contract and that the same are not subject to any other claim or interest of any person other than the person named in the contract.

OREA Ontario Real Estate Association

Schedule A

Agreement of Purchase and Sale Continuum Rostito

Ontario
Real Estate
Board

Form 101

As per the Real Estate Act

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

Buyer, Michael Frank

and Seller, Jalan Hyeon Lee and Judith Leanna Hawley

for the purchase and sale of 221 Country Club Dr. King City, ON, M1S 3M1, Yrs 11, 992 in the King Valley

hereinafter dated the 14th day of September, 2012

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 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 6:00 p.m. (5) five business days from date of acceptance, and 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.

OTHERWISE (VAR)
[Handwritten initials]

The Buyer shall have the right to ^{visit} ~~inspect~~ the property prior to completion for the purpose of inspection for (times to a maximum of 4 times), or a mutually agreed upon times. The Seller agrees to provide access to the property for the purpose of the ~~inspection~~.

[Handwritten initials: MP, MF, MF]

This offer is conditional upon the Buyer's lawyer reviewing the Status Certificate and Attachments and finding the Status Certificate and Attachments satisfactory to 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 (10) ten 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 9:00 p.m. on the fifth day (excluding Saturdays, Sundays and Statutory Holidays) following receipt by the Buyer of the Status Certificate and Attachments, then 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 was last updated by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): *[MP]*

INITIALS OF SELLER(S): *[Handwritten initials]*

© 2012, Ontario Real Estate Association. All rights reserved. It is hereby acknowledged that the Real Estate Act, R.S.O. 1990, c. 48, s. 41(1) requires that a copy of this form be provided to the buyer. OREA is not responsible for the accuracy of the information contained herein. For more information, please contact OREA at 1-800-387-3673 or visit our website at www.orea.org.

Form 101 Revised 2017 Page 4 of 4
Real Estate Services Corp.
1-800-387-3673

OREA Ontario Real Estate Association

Schedule "D"
Agreement of Purchase and Sale

**Ontario
Real Estate
Board**

Form 105
Revised to the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between

BUYER, Marina Frank

and SELLER, John Frank Taylor and Judith Louise Taylor

for the property known as 23 Country Club Drive

R10M

located in

Markham

City of

70

In accordance with Subsection 27 of the Real Estate and Business Brokers Act, 2002 (the "Act"), HUMAN Hallmark Realty Ltd. (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 HUMAN Hallmark Realty Ltd. in the real estate trust bank account which carries a variable interest rate of TD Canada Trust's Prime rate minus 2.15% per annum (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 One 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 holder will receive 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 that was earned and not reported 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.

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.

In accordance with the 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 sales 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.

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

INITIALS OF BUYER(S)

MF

INITIALS OF SELLER(S)

JL

It is advised that this form is not to be used for the purchase of a property in the Province of Ontario. This form is intended for use in the Province of Ontario. It is not to be used for the purchase of a property in any other jurisdiction. The use of this form in any other jurisdiction is at the user's risk. The Ontario Real Estate Association is not responsible for the use of this form in any other jurisdiction.

OREA Multiple Real Estate Association
Form 103
Revised to the Rules of OREA

Schedule B
Agreement of Purchase and Sale

Ontario
Real Estate
Board

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between
BUYER, MARINA FRANK (MP) and
SELLER, John Peter Davies and Judith Louise Davies
for the property located at 24 County Club Drive (R180)
JAN 1983

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

(MP)

THIS OFFER IS CONDITIONAL UPON THE SELLING 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 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 PRODUCTION.

(MP)

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

INITIALS OF BUYER(S) (MP)

INITIALS OF SELLER(S) (JPD)

THE OREA FORMS ARE THE PROPERTY OF THE OREA. ANY REPRODUCTION OR DISTRIBUTION OF THESE FORMS WITHOUT THE WRITTEN PERMISSION OF OREA IS STRICTLY PROHIBITED. OREA ASSUMES NO LIABILITY FOR ANY LOSS OR DAMAGE TO ANY PARTY ARISING FROM THE USE OF THESE FORMS.

OREA Florida Real Estate Association

Confirmation of Co-operation and Representation

Florida Real Estate Board

Form 320

Use on the Reverse of This Form

Seller: Martin Frank

Buyer: John Dixon Davies and Judith Leamy Davies

For the transaction on the property known as: 21 Country Club Dr. King City, TN

DEFINITIONS AND INTERPRETATION For the purposes of this Confirmation of Co-operation and Representation, "Seller" includes a vendor, a landlord, or a proprietor, seller, landlord or lessor and "Buyer" includes a purchaser, a lessee, or a prospective buyer, purchaser or lessee. "Broker" includes a broker and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be defined as included other compensation.

The following interest fee is established by the realty board (broker or broker representative) of the Brokerage(s) if a Co-operating Brokerage is involved in the transaction. The interest shall be in cash, or in kind, or in kind and cash, and on the terms and conditions set out below.

DECLARATION OF INSURANCE We understand obligations/broker responsibilities of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Broker's Act, 2002 (REBA, 2002) and Regulations.

1. LISTING BROKERAGE

a) The Listing Brokerage represents the interests of the Seller in this transaction. It is hereby understood and agreed that:

- 1) The Listing Brokerage is not representing or providing Customer Service to the Buyer. If the Buyer is dealing with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage(s).
- 2) The Listing Brokerage is providing Customer Service to the Buyer.

b) **MULTIPLE REPRESENTATION** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with the consent of the Commission. The Listing Brokerage may be liable for and strictly protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise indicated in writing by the Seller;
 - that the Buyer may or will pay more than the listed price, unless otherwise indicated in writing by the Buyer;
 - the motivation or personal information about the Seller or Buyer, unless otherwise indicated in writing by the party to which the information applies, or unless it relates to a defect, material condition, condition, interest or material defect;
 - the price the Buyer should offer or the price the Seller should accept;
 - and, the Listing Brokerage shall not disclose to the Buyer the basis of any other offer.
- However, it is understood that factual information about comparable properties and information known to the Listing Brokerage concerning properties for the property will be disclosed to both Seller and Buyer to the extent it is in their own best interests.

Additional comments and/or disclosures by Listing Brokerage(s) (e.g. The Listing Brokerage represents more than one Buyer offering on this property)

2. PROPERTY SOLD BY BUYER BROKERAGE - PROPERTY NOT LISTED

- The Brokerage(s) represents the Buyer on the property listed with any real estate brokerage. The Brokerage(s) will be paid:
 - by the Seller in accordance with a Seller Customer Service Agreement
 - by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage(s) (e.g. The Buyer Brokerage represents more than one Buyer offering on this property)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

 SELLER
  CO-OPERATING BUYER BROKERAGE
  BUYER
  LISTING BROKERAGE

1. Co-operating Brokerage completes Section 2 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE REPRESENTATION

- (1) The Co-operating Brokerage represents the interests of the Buyer in this transaction.
- (2) The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
- (3) The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide any such service(s) to the Buyer.

CO-OPERATING BROKERAGE COMMISSION

- (1) The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property **2.5% (2.125% of the sales price)** to be paid from the amount paid by the Buyer to the Listing Brokerage. **(The commission is to be paid in 10% increments)**
- (2) The Co-operating Brokerage will be paid as follows:

Additional comments and/or alterations by Co-operating Brokerage (e.g., that a cooperating Brokerage represents another Buyer offering such property):

Commission will be payable as detailed above, plus applicable taxes.

COMMISSION PAID AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage (if of record) is a Commission Paid Agreement. The commission in which the Co-operating Brokerage receives and/or offers for a share of the property, not payable to the seller. (A Co-operating Paid Agreement shall be subject to and governed by the MLS® rules and procedures regarding payment of the Listing Brokerage's total net sales commission. If the local board's "MSA" provides for the listing to provide, distribute, or provide to the Co-op Brokerage (MSA) from and including that apply to this Commission Paid Agreement, for the purpose of this Commission Paid Agreement, the Commission Paid Agreement shall be the amount set in Section 3 above. The Listing Brokerage hereby certifies that it agrees to pay the commission to the Co-operating Brokerage as indicated in this Commission Paid Agreement and shall be held in trust for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SUPERVISOR REPRESENTATIVE(S) OF THE SELLER(S) (Where applicable)

Locoby Real Estate Limited (Name of Co-operating Brokerage) 2100 King Road, Box 371, King City, Ontario Tel. (905) 883-8071 Fax (905) 883-3773 (Signature of Co-operating Brokerage) Thom MacCarthy (Full Name of Broker/Supervisor Representative of Co-operating Brokerage)	Newmark Hallmark Realty Brokerage (Name of Listing Brokerage) (905) 883-4922 Fax (905) 883-4927 (Signature of Listing Brokerage) Michael M. Marallo, Susan Elizabeth Marallo (Full Name of Broker/Supervisor Representative of Listing Brokerage)
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CONSENT FOR MULTIPLE REPRESENTATION (to be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller (as indicated with their initials to their Brokerage) (signifying more than one client for this transaction)

BUYER'S INITIALS SELLER'S INITIALS

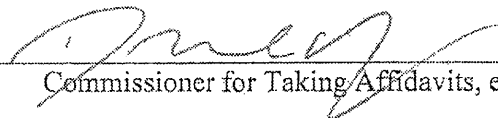
ACKNOWLEDGEMENT

I have received, read, and understood the above information.

(Signature of Buyer) _____ Date: 14/09/2017 (Signature of Seller) _____ Date: Sept 16, 2017
 (Signature of Buyer) _____ Date: _____ (Signature of Seller) _____ Date: 9/16/17

TAB H

THIS IS EXHIBIT "H"
REFERRED TO IN THE AFFIDAVIT OF
JOHN DAVIES
SWORN BEFORE ME
THIS 8TH DAY OF FEBRUARY 2018



Commissioner for Taking Affidavits, etc.

Michael Beeforth



Mutual Release



Form 122
for use in the Province of Ontario

BETWEEN:
BUYER: Jaime Dagenais and Ilya Cotterill-Dagenais, agrees to purchase from
AND
SELLER: John Evan Davies and Judith Lenore Davies, the following

BROKERAGE(S): Re/Max Hallmark Realty Ltd., Brokerage (Listing Brokerage) Re/Max Hallmark Realty Ltd., Brokerage (Co-operating Brokerage)

RE: Agreement of Purchase and Sale between the Seller and Buyer dated the 28 day of September 2017, concerning the property known as 24 Country Club Dr., King City, ON L7B 1M5 as more particularly described in the aforementioned Agreement of Purchase and Sale.

We, the Buyers and the Sellers in the above noted transaction hereby acknowledge that the above described transaction is terminated and release each other and the Brokerage in the proposed transaction, from all liabilities, covenants, obligations, claims and sums of money arising out of the above Agreement of Purchase and Sale, together with any rights and causes of action that each party may have had against the other and/or the Brokerage, and we direct the deposit holder to disburse the deposit of:

Fifty Thousand Canadian Dollars (\$Can. 50,000.00) payable to: the Buyer

IRREVOCABILITY: This Mutual Release shall be irrevocable by Seller until 11:59 p.m. on the 27 day of October 2017, after which time if not fully executed by Buyer and Seller, this Mutual Release shall become null and void.

For the purposes of this Mutual Release, "Buyer" includes purchaser, tenant, and lessee, "Seller" includes vendor, landlord, and lessor, Brokerage includes Listing Brokerage, Co-operating Brokerage (if applicable) and the registrants and employees of the Brokerage(s), and "Agreement of Purchase and Sale" includes an Agreement to Lease.

This release shall be binding upon the heirs, executors, administrators and assigns of all the parties executing same.

SIGNED, SEALED AND DELIVERED in the presence of:
IN WITNESS whereof I have hereunto set my hand and seal:
[Witness] [Buyer/Seller] DATE Oct 24 2017
[Witness] [Buyer/Seller] DATE 10/24/17

I, the Under signer, agree to the above offer to Mutual Release.

SIGNED, SEALED AND DELIVERED in the presence of:
IN WITNESS whereof I have hereunto set my hand and seal:
[Witness] [Buyer/Seller] DATE Oct 26/17
[Witness] [Buyer/Seller] DATE Oct 26/17

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Mutual Release with all changes both typed and written was finally accepted by all parties at 7:30 a.m. on this 26 day of October, 2017.

The Brokerage hereby releases all parties from any claim that the Brokerage may have had for commission or other remuneration in the above transaction, except as may be hereinbefore specifically provided.

SIGNED, SEALED AND DELIVERED in the presence of:
IN WITNESS whereof I have hereunto set my hand and seal:
[Witness] [Listing Brokerage's Broker of Record/Manager] DATE October 30, 2017
[Witness] [Listing Brokerage's Broker of Record/Manager] DATE Oct 26/17

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Confirmation of Co-operation and Representation



Form 320

For use in the Province of Ontario

BUYER: Jaime Duganais and Ives Cottarill-Duganais

SELLER: John Ivan Davies And Judith Lenore Davies

For the transaction of the property known as: 24 COUNTRY CLUB DR Kings L7B 1M5

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, a landlord, or a prospective, seller, vendor or landlord and "Buyer" includes a purchaser, a tenant, or a prospective, buyer, purchaser or tenant, "lease" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Consultation shall be deemed to include offer renunciation.

The following information is confirmed by the undersigned salesperson/broker representative of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the Brokerage agrees to co-operate, in consideration of, and on the terms and conditions set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declares that he/she is insured as required by the Real Estate and Business Brokers Act, 2002 (REBA 2002) and Regulation.

1. LISTING BROKERAGE

- a) The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- 1) The Listing Brokerage is not representing or providing Customer Service to the Buyer. If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage(s)
 - 2) The Listing Brokerage is providing Customer Service to the Buyer.
- b) **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all known information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
 - The provision of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practices;
 - The price the Buyer should offer or the price the Seller should accept;
 - And, the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.
- However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: [e.g. The Listing Brokerage represents more than one Buyer offering on this property.]

2. PROPERTY SOLD BY BUYER BROKERAGE - PROPERTY NOT LISTED

- The Brokerage _____ represents the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid _____ (how/over how)
- or: by the Seller in accordance with a Seller Customer Service Agreement
- or: by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: [e.g. The Buyer Brokerage represents more than one Buyer offering on this property.]

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

[Signature] BUYER [Signature] CO-OPERATING/BUYER BROKERAGE [Signature] SELLER [Signature] LISTING BROKERAGE

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3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

- a) The Co-operating Brokerage represents the interests of the Buyer in this transaction.
- b) The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
- c) The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

- a) The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® Information for the property 2.5% + HST to be paid from the amount paid by the Seller to the Listing Brokerage.
(Commission As Indicated in MLS® Information)
- b) The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

<p>H.R. HORIZON REALTY LTD. <small>(Name of Co-operating/Buyer Brokerage)</small></p> <p>239 MAIN ST #1 PO BOX 164 SCHOMBERG</p> <p>Tel: (416) 706-1419 Fax: (866) 821-0419</p> <p><i>Sarah Lorraine Smith</i> <small>(Authorized Co-operating/Buyer Brokerage)</small></p> <p>SARAH LORRAINE SMITH <small>(Print Name of Broker/Salesperson Representative of the Brokerage)</small></p>	<p>RE/MAX HALLMARK REALTY LTD. <small>(Name of Listing Brokerage)</small></p> <p>9555 YONGE STREET #201 RICHMOND HILL</p> <p>Tel: (905) 883-4922 Fax: (905) 883-1521</p> <p><i>Michael N. Mealia</i> <small>(Authorized to List the Listing Brokerage)</small></p> <p>MICHAEL N. MEALIA <small>(Print Name of Broker/Salesperson Representative of the Brokerage)</small></p>
Date: 28/9/2017	Date: 9/29/17

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.



 BUYER'S INITIALS SELLER'S INITIALS

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

[Signature] Date: 28/9/2017
(Signature of Buyer)
[Signature] Date: 28/9/2017
(Signature of Buyer)

[Signature] Date: 29/9/17
(Signature of Seller)
[Signature] Date: Sept 29 2017
(Signature of Seller)

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Agreement of Purchase and Sale Condominium Resale



Form T01
for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 28 day of September, 2017

BUYER: Jayne Dagenais and Ilva Carterill-Dagenais, agrees to purchase from
(Full legal names of all buyers)

SELLER: John Evan Davies And Judith Lenore Davies, the following
(Full legal names of all sellers)

PROPERTY:
a unit in the condominium property known as _____ No. _____
(Apartment/Condominium/Suite/Unit)

located at 24 COUNTRY CLUB DR.

in the Township of King

being Yrvis Pl 999 Condominium Plan No. 999
(Legal Name of Condominium Corporation)

Unit Number 18 (Level No. 1) Building No. _____ together with ownership

or exclusive use of Parking Space(s) _____ together with ownership or exclusive use of

Locker(s) _____ together with Seller's proportionate undivided tenancy-in-common interest

In the common elements appurtenant to the Unit or described in the Declaration and Description including the exclusive right to use such other parts of the common elements appurtenant to the Unit as may be specified in the Declaration and Description: the Unit, the proportionate interest in the common elements appurtenant thereto, and the exclusive use portions of the common elements, being herein called the "Property".

PURCHASE PRICE: FIVE ONE MILLION SEVEN HUNDRED THIRTY TWO THOUSAND Dollars (CAD) \$1,500,000
(\$1,500,000)

DEPOSIT: Buyer submits UPON ACCEPTANCE FIFTY THOUSAND Dollars (CAD) \$50,000
(Fifty Thousand Dollars)

by negotiable cheque payable to Re/Max Hallmark Realty Ltd. Brokerage "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A & B attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: this offer shall be irrevocable by Buyer John Evan Davies and Judith Lenore Davies until 6:00 p.m. on the 30 day of September, 2017, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 17 day of January, 2018. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): [Handwritten initials]

INITIALS OF SELLER(S): [Handwritten initials]

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3. NOTICES: The Seller hereby appoints the listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this 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 hereto shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance hereof 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 Acknowledgment below, or where a facsimile number or e-mail address is provided herein, when transmitted electronically to that facsimile number or e-mail address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: FAX No.:
for delivery of Documents to Seller for delivery of Documents to Buyer
Email Address: mike.mealix@gmail.com Email Address: sarahsmith@bellnet.ca
for delivery of Documents to Seller for delivery of Documents to Buyer

4. CHATELAIN INCLUDED:
Stainless Steel Microwave And Built In Oven, Gas & Warming Drawer, Built In Dish Washer, Stainless Steel Refrigerator, Built In Stainless Steel Gas Stove Top, Clothes Washer & Dryer, All Electric Light Fixtures, All Window Coverings, 2 Garage Door Remote Controls, Central Air Conditioner, Central Vacuum And Attachments (As Is), In Ground Sprinkler System And Accessories, Pool Table And All Accessories, Large Panasonic Television, Water Softener (As Is)

IN BASEMENT (with handwritten initials)

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 liens, encumbrances or claims affecting the said fixtures and chattels.

5. FIXTURES EXCLUDED:
NA

6. RENTAL ITEMS (including Leases, Licenses to Operate) The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental charges, if applicable:
Hot Water Heater (If Rented)

The Buyer agrees to operate and maintain such documentation as may be required to facilitate such assumption.

7. COMMON EXPENSES: Seller warrants to Buyer that the common expenses presently payable to the Condominium Corporation in respect of the Property are approximately \$ 636.44 per month, which amount includes the following:
Grass Cutting, Pool, Gym, Club House, Tennis Court, Basketball Court, Snow Removal of Roadways and Sidewalks, Water and Sewer.

8. PARKING AND LOCKERS: Parking and lockers are as described above or assigned as follows:
..... of the additional cost of:

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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9. HST If the sale of the Property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be included in the Purchase Price. If the sale of the Property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the Property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

10. TITLE SEARCH: Buyer shall be allowed until 3:00 p.m. on the 3 day of January, 2013 (Acquisition Date) to examine the title to the Property at Buyer's own expense and until the earlier of: (i) thirty days from the date of the Acquisition 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

outstanding work orders or deficiency notices affecting the Property, and that in presence of (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 intermediation act or suggestions in respect of such objections, shall be of an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Cooperating Brokerage shall not be liable for any costs or damages. Save as to any valid objection to 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, relating to Buyer details of all outstanding work orders and deficiency notices affecting the Property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

11. TITLES 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, sewer, water, television cable facilities and other related services; provided that title to the Property is otherwise good and free from all encumbrances except: (a) in hereto 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 by-laws 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 14 and the Electronic Registration Act, S.O. 1991, Chapter 14, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-negotiable documents and other items (the "Acquisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/pledge and any other documents intended to be registered in connection with the acquisition of this transaction and (b) be subject to conditions whereby the lawyer(s) receiving any of the Acquisite 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 lawyer(s). The Seller and Buyer irrevocably intend the said lawyer(s) 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 lawyer(s), such exchange of the Acquisite Deliveries will occur in the applicable Land Title Office or such other location agreeable to both lawyer(s).

13. STATUS CERTIFICATE AND MAINTENANCE 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 representatives 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, Bylaws, Common Element Rules and Regulations and the most recent financial statement of the Condominium Corporation. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Ontario), Chartered Bank, Trust Company, Credit Union, Credit Cooperative or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, on the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on file within a reasonable period 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 assigned by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

15. MISTAKES: 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 alterations 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 election declare this Agreement to be null and void and all monies paid by Buyer shall be returned without interest or deduction.

INITIALS OF BUYER(S)

[Handwritten initials]

INITIALS OF SELLER(S)

[Handwritten initials]

16 The Ontario Land Transfer Tax Act and its Regulations are not included in this Contract and Buyer is advised that such provisions are available on the Ontario Land Transfer Tax website. **17** The Ontario Land Transfer Tax Act and its Regulations are not included in this Contract and Buyer is advised that such provisions are available on the Ontario Land Transfer Tax website. **18** The Ontario Land Transfer Tax Act and its Regulations are not included in this Contract and Buyer is advised that such provisions are available on the Ontario Land Transfer Tax website.

- 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 rule is required to be given by the Condominium Corporation or the Board of Directors, the Seller will apply hereunder 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 loss and cost of 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 apply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest at 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 Ministry 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; unsewered 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, the day of completion shall be as opposed 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 in 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 Sub-partner, for any changes in property tax as a result of a re-assessment of the Property, says 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 ACTS:** 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 hereunder provided.
- 26. **UPPER:** 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 finished with materials containing asbestos/lead, and that to the best of Seller's knowledge no building on the Property contains or has ever contained asbestos that contains asbestos/lead. 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 print portion hereof, the added provision shall supersede the standard print 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.

DETAILS OF BUYER(S)

DETAILS OF SELLER(S)

The document is a **REALTOR'S OFFER TO PURCHASE** and the **REALTOR'S OFFER TO PURCHASE** is a contract between the Buyer and Seller. The Buyer and Seller are advised that the document is a contract and that the Buyer and Seller should read the document carefully and understand its contents before signing it. The Buyer and Seller are advised that the document is a contract and that the Buyer and Seller should read the document carefully and understand its contents before signing it.

31. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

(IN WITNESS whereof) I have hereunto set my hand and seal:

Seller: [Signature] DATE 28/9/2017
Buyer: Ilya Cottrell-Dagenais DATE 28/9/2017

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the broker(s) with whom I have agreed to pay commission, the unpaid balances of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned in compliance, as advised by the broker(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

(IN WITNESS whereof) I have hereunto set my hand and seal:

[Signature] DATE 29/9/17
[Signature] DATE 29/9/17

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

[Signature] DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 9:40 am on 30 September 2017.

INFORMATION ON BROKERAGE(S)
Listing Brokerage: RE/MAX HALLMARK REALTY LTD. Tel No. (905) 883-4922
Michael N. Mealia
Co-op/Buyer Brokerage: H.R. HORIZON REALTY LTD. Tel No. (416) 706-0419
Sarah Lorraine Smith

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

Seller: [Signature] DATE Sept 28/17
Buyer: [Signature] DATE Sept 28/17
Address for Service
Tel No.
Fax No.

[Signature] DATE 28/9/2017
Buyer: Ilya Cottrell-Dagenais DATE 28/9/2017
Address for Service
Tel No.
Fax No.

Property Manager: [Name] [Address] [Tel No./FAX No.]

FOR OFFICE USE ONLY
COMMISSION TRUST AGREEMENT
In consideration for the Commission Brokerage pursuant to the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the sale of the property are to be held in trust for the Seller and are to be paid to the Seller or as directed by the Seller. This agreement shall constitute a trust agreement as defined in the TRS Act and shall be subject to and governed by the TRS Act.



Form 101
for Use in the Province of Ontario

Schedule A Agreement of Purchase and Sale - Condominium Resale



This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Jaime Dagenais and Ilya Cotterill-Dagenais, and

SELLER, John Evan Davies And Judith Lenora Davies

for the purchase and sale of 24 COUNTRY CLUB DR King

L7B 1M5 dated the 28 day of September, 2017

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, doing due diligence, at the Buyer's own expense, to his satisfaction, on the subject property within ~~seven (7)~~ **FIVE (5)** business days (excluding 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 option by notice in writing to the Seller 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 tests deemed necessary by the Buyer to satisfy himself as to the condition of the subject property. This condition is included for the benefit 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 conducting any and all inspections and tests.

This Offer 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 request at the Seller's expense, the Status Certificate and attachments within 10 days after acceptance of this Offer. **THIRD** 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 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.

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 contractor(s) etc.) to a maximum of three (3) time(s), at a mutually agreed upon time(s). The Seller agrees to provide access to the property for the purpose of the inspection(s). **TWO (2) BUYERS AGENT SHALL BE PRESENT + VISITS SHALL NOT EXCEED 1 HOUR.**

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

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

INITIALS OF BUYER(S)

INITIALS OF SELLER(S)

THE PROVISIONS OF THIS AGREEMENT AND ANY SCHEDULES HEREON ARE GOVERNED BY THE CONSUMER AND REAL ESTATE ACTS AND REGULATIONS AND ANY PROVISIONS THAT ARE IN CONFLICT WITH THE CONSUMER AND REAL ESTATE ACTS AND REGULATIONS SHALL BE VOID AND OF NO EFFECT. THIS AGREEMENT IS A CONTRACT AND IS SUBJECT TO THE PROVISIONS OF THE CONSUMER AND REAL ESTATE ACTS AND REGULATIONS. BY SIGNING THIS AGREEMENT, YOU AGREE TO BE BOUND BY THE PROVISIONS OF THE CONSUMER AND REAL ESTATE ACTS AND REGULATIONS. IF YOU ARE A MEMBER OF A PROFESSIONAL ORGANIZATION, YOU AGREE TO BE BOUND BY THE PROVISIONS OF THAT ORGANIZATION'S REGULATIONS. THIS AGREEMENT IS A CONTRACT AND IS SUBJECT TO THE PROVISIONS OF THE CONSUMER AND REAL ESTATE ACTS AND REGULATIONS. BY SIGNING THIS AGREEMENT, YOU AGREE TO BE BOUND BY THE PROVISIONS OF THE CONSUMER AND REAL ESTATE ACTS AND REGULATIONS.

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

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Jaime Dagenais and Iliya Carterill-Dagenais and

SELLER, John Evan Davies And Judith Lenora Davies

for the purchase and sale of 24 COUNTRY CLUB DR King

L7B 1M5 dated the 28 day of September, 2017

The Seller represents and warrants that the chattels and fixtures as included in this Agreement of Purchase and Sale will be in good working order and free from all liens and encumbrances 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 Purchase and Sale.

INITIALS OF BUYER(S)

INITIALS OF SELLER(S)

THE PROPERTY, INCLUDING, RESERVATIONS AND ENCUMBRANCES, IS SUBJECT TO THE BY-LAWS AND REGULATIONS OF THE CONDOMINIUM CORPORATION AND SHALL BE TRANSFERRED TO THE BUYER(S) SUBJECT TO THE BY-LAWS AND REGULATIONS OF THE CONDOMINIUM CORPORATION. THE BUYER(S) SHALL BE RESPONSIBLE FOR OBTAINING A COPY OF THE BY-LAWS AND REGULATIONS OF THE CONDOMINIUM CORPORATION AND FOR REVIEWING THEM. THE SELLER(S) SHALL BE RESPONSIBLE FOR PROVIDING A COPY OF THE BY-LAWS AND REGULATIONS OF THE CONDOMINIUM CORPORATION TO THE BUYER(S) AT THE TIME OF SIGNING THIS AGREEMENT OF PURCHASE AND SALE.

OREA Ontario Real Estate Association

Schedule B
Agreement of Purchase and Sale

Toronto Real Estate Board

Form 105
As used in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Jaime Degenais & Ilya Cottlerill-Degenais, and
SELLER: John Ewan Davies and Judith Lenore Davies

for the property known as 24 Country Club Drive, King
L7B 1M5 dated the 28th day of September 2017

In accordance with Subsection 27 of the Real Estate and Business Brokers Act, 2002 (the "Act"), REMAX 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 REMAX Hallmark Realty Ltd. in its real estate trust bank account which earns a variable interest rate of TD Canada Trust's Prime rate minus 2.15% per annum (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 One 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 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.

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.

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 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.

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

SIGNATURE OF BUYER(S)

SIGNATURE OF SELLER(S)

THE REALTOR'S/REALTOR'S REPRESENTATIVE'S AND THE BROKERAGE ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THIS FORM. THE REALTOR/S/REALTOR'S REPRESENTATIVE/S AND THE BROKERAGE ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THIS FORM. THE REALTOR/S/REALTOR'S REPRESENTATIVE/S AND THE BROKERAGE ARE NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THIS FORM.

OREA Ontario Real Estate Association

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:

BUYER: Jaime Dagenais & Yvonne Otterill-Dagenais and
SELLER: John Evan Davies and Judith Lenore Davies

for the property known as 24 Country Club Drive King
L7S 1M5 dated the 25th day of September, 2017.

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.

[Handwritten note:] 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 THE CONDITION IS FULFILLED, THIS OFFER SHALL BE NULL VOID AND THE DEPOSIT SHALL BE RETURNED TO THE BUYER IN FULL WITHOUT DEDUCTION.

[Handwritten initials/signatures]

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

INITIALS OF BUYER(S): *[Handwritten initials]*

INITIALS OF SELLER(S): *[Handwritten initials]*

THE ASSOCIATION, REALTORS, REALTORS AND REALTORS ARE NOT RESPONSIBLE FOR THE CONTENTS OF THIS FORM. THE ASSOCIATION, REALTORS, REALTORS AND REALTORS ARE NOT RESPONSIBLE FOR THE CONTENTS OF THIS FORM. THE ASSOCIATION, REALTORS, REALTORS AND REALTORS ARE NOT RESPONSIBLE FOR THE CONTENTS OF THIS FORM.



Notice of Fulfillment of Condition(s)



Form 124

for use in the Province of Ontario

BUYER: Jairne Dagenais and Ilya Cotterill-Dagenais

SELLER: John Evan Davies And Judith Lenore Davies

REAL PROPERTY: 24 COUNTRY CLUB DR

King L7B 1M5

In accordance with the terms and conditions of the Agreement of Purchase and Sale dated the 28 day of September

2017, regarding the above property, I/We hereby confirm that I/We have fulfilled the condition(s) which read(s) as follows:

This Offer is conditional upon the Buyer, doing due diligence, at the Buyer's own expense, to his satisfaction, on the subject property within Five (5) business days (excluding 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 option by notice in writing to the Seller 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 tests deemed necessary by the Buyer to satisfy himself as to the condition of the subject property. This condition is included for the benefit 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 conducting any and all inspections and tests.

All other terms and conditions in the aforementioned Agreement of Purchase and Sale to remain unchanged.

For the purposes of this Notice of Fulfillment of Condition, "Buyer" includes purchaser, tenant, and lessee, and "Seller" includes vendor, landlord, and lessor, and "Agreement of Purchase and Sale" includes an Agreement to lease.

DATED at Schomberg, Ontario, at 2:30 p.m. this 6 day of October 2017

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

Jason Watt
(Witness)
Jason Watt
(Witness)

Jairne Dagenais
(Buyer/Seller) Jairne Dagenais ● DATE Oct 6, 2017
(Seal)
Ilya Cotterill-Dagenais
(Buyer/Seller) Ilya Cotterill-Dagenais ● DATE Oct 6, 2017
(Seal)

Receipt acknowledged at 4:30 a.m./p.m. this 6th day of OCTOBER 2017 by:

Print Name: MICHAEL MENLIA Signatures: Michael Menlia



Notice of Fulfillment of Condition(s)

Form 124

for use in the Province of Ontario

BUYER: Jaime Dagenais and Ilya Cotterill-Dagenais

SELLER: John Evan Davies And Judith Lenore Davies

REAL PROPERTY: 24 COUNTRY CLUB DR

King

L7B 1M5

In accordance with the terms and conditions of the Agreement of Purchase and Sale dated the 28 day of September

2017 regarding the above property, I/We hereby confirm that I/We have fulfilled the condition(s) which read(s) as follows:

This Offer 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 request at the Seller's expense, the Status Certificate and attachments within 10 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 third 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 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.

All other terms and conditions in the aforementioned Agreement of Purchase and Sale to remain unchanged.

For the purposes of this Notice of Fulfillment of Condition, "Buyer" includes purchaser, tenant, and lessee, and "Seller" includes vendor, landlord, and lessor, and "Agreement of Purchase and Sale" includes an Agreement to Lease.

DATED at Schomberg, Ontario this 12 day of October 2017

SIGNED, SEALED AND DELIVERED in the presence of IN WITNESS whereof I have hereunto set my hand and seal

(Witness)

(Witness)

Jaime Dagenais
Jaime Dagenais

Ilya Cotterill-Dagenais
Ilya Cotterill-Dagenais

DATE October 12, 2017

DATE October 12, 2017

Noted for recording at 9:57 a.m. on 13th day of OCTOBER 2017 by

MEAGHER MEAGHER

Mhairi Meagher



Amendment to Agreement of Purchase and Sale

Form 120

For use in the Province of Ontario

BETWEEN BUYER Jaime Dagenais and Ilya Cotterill-Dagenais

AND SELLER John Ryan Davies and Judith Lenore Davies

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 28 day of September, 2017

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

L7B IM5 as more particularly described in the aforementioned Agreement

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 YR2682298. 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.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Seller (Seller/Buyer) on the 17 day of October 2017 after which time if not accepted this Offer to Amend the Agreement shall be null and void

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor. 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 solicitors who are hereby expressly appointed to do so required.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of [Witness] [Witness] [Witness] whereof I have hereunto set my hand and seal. DATE Oct 14/17 DATE 10-14-17

I, the Undersigned, agree to the above Offer to Amend the Agreement. SIGNED, SEALED AND DELIVERED in the presence of [Witness] [Witness] [Witness] whereof I have hereunto set my hand and seal. DATE Oct. 16/17 DATE Oct. 16/17

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out. [Witness] [Spouse] DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 5:30 a.m. on the 16 day of October 2017.

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer. DATE 10-14-17 DATE 10-16-17

KSV KOFMAN INC.
Plaintiff

- and -

AEOLIAN INVESTMENTS LTD., et al.
Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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
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 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"**.

- 2 -

3. The Mortgage has been in default since November 2016. To date, I have forbore 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
TORONTO, in the Province of Ontario on
 December 7, 2017

Commissioner for Taking Affidavits

(for as may be)

Rendell Ray Friedland

ONTARIO

Brian Moskowitz
 BRIAN MOSKOWITZ

TAB A



Moskowitz Capital Mortgage Fund II Inc.
2200 Yonge Street, Suite 1002
Toronto, Ontario M4S 2C6
Tel: (416) 781-6500 Fax: (888) 505-9620
Brokerage Lic. #10922 Administrator Lic. #11528

Toll-Free: 1 (800) 841-5385
moskowitzcapital.com
deals@moskowitzcapital.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 DISCHARGE 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	\$	768,876.96
Interest (November 1, 2016 - August 1, 2018), mortgage closed until end of term	\$	256,662.84
Fees and disbursements		
Amendment #2 fee, dated February 28, 2017	\$	20,000.00
Discharge fee: \$500 for one property, \$250 for additional	\$	750.00
Discharge statement fee: \$75 x 4	\$	300.00
Missed payment fees	\$	4,900.00
Default proceedings fee	\$	500.00
Breach of undertaking fee	\$	400.00
Administration fee	\$	5,200.00
Disbursements (registered mail, bank fees)	\$	97.60
Legal fees	\$	8,484.43
Total amount due to Lender between Oct 23-31, 2017	\$	1,066,171.83

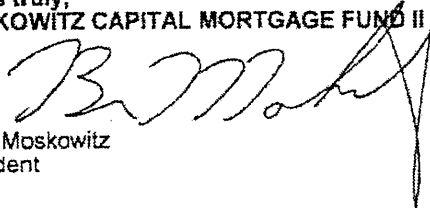
ALL PROCEEDS VIA WIRE OR BANK CERTIFIED CHEQUE to MOSKOWITZ CAPITAL MORTGAGE FUND II INC.

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

JOHN DAVIES et al.
Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding Commenced at Toronto

**AFFIDAVIT OF BRIAN MOSKOWITZ
(Sworn December 8, 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

B E T W E E N:

**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.

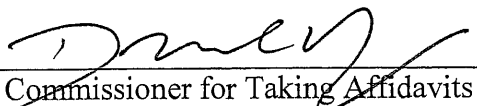
2. Attached hereto as **Exhibit "A"** is a copy of a letter dated September 11, 2017 from Jonathan Bell to Michael Beeforth.

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)

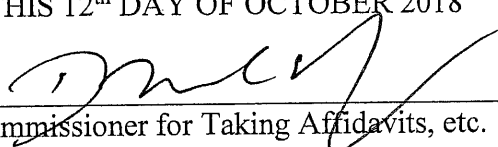


ALICIA HAGGART

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

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.

September 11, 2017

Page 2

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

September 11, 2017

Page 3

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



September 11, 2017

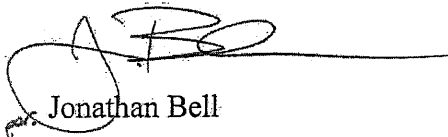
Page 4

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:	
Loan to Memory Care Investments	\$ 50,000
Loan to McMurray Street Investments	250,000
Loan to Memory Care Investments (Kitchener) Ltd. (Land Purchase)	500,000
Loan to Davies Family Trust (Deposit on Carefree Arizona Property)	50,000
	<u>850,000</u>

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 Gull" Condominium Project, Scarborough Ontario 100
3655 Kingstyon Road, Scarborough, Ontario
15% Equity Interest

LIABILITIES

McMurray Contingent Liability	\$ 300,000
Taxes (Estimate)	200,000

Total Assets \$ 850,100

Total Liabilities \$ 500,000

Net Worth \$ 350,100

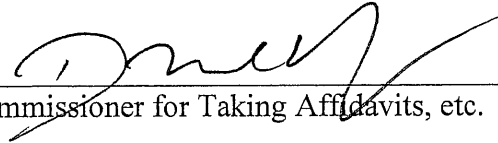
**Davies Family Trust
Statement of Net Worth**

396

ASSETS		LIABILITIES	
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	<u>180,000</u>		<u>\$ 2,680,000</u>
	<u>\$ 6,480,000</u>		
Artwork:			
Robert Bateman "Window Into Ontario"	140,000		
Bill Reid "Raven 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 Morrissette "The Old Woman Lies Down"	25,000		
Norval Morrissette "Subway Series" 10 Limited Edition Serigraphs	15,000		
Gaston Reby "Winter Scene"	15,000		
Gaston Reby "Montreal River"	10,000		
Kenoujuiak "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"	<u>10,000</u>		
	<u>\$ 512,500</u>		
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		
Avon RIV	10,000		
Miscellaneous Furnishings / Afghan Carpets	<u>50,000</u>		
	<u>\$ 390,000</u>		
Furnishings Country Club Drive:			
Miscellaneous Furnishing, Artwork, Antiques, Electronics	<u>\$ 100,000</u>		
Furnishings Arizona:			
Miscellaneous Furnishings, Artwork, Electronics	<u>\$ 50,000</u>		
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	<u>12,000</u>		
	<u>\$ 267,000</u>		
Total Assets	<u><u>\$ 7,799,500</u></u>	Total Liabilities	<u><u>\$ 2,680,000</u></u>
Net Worth	<u><u>\$ 5,119,500</u></u>		

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

November 30, 2017

File No.: 569424-2

SENT VIA E-MAILJonathan 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.

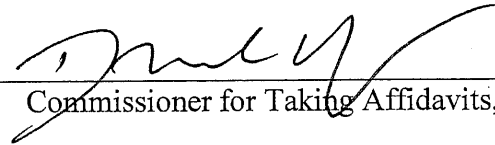
Yours truly,
Dentons Canada LLP
Michael Beeforth

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



Agreement of Purchase and Sale Condominium Resale



Form 101

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 22 day of August 2018

BUYER, Elisabeth Giannini and Charles MacLean, agrees to purchase from
(Full legal names of all Buyers)

SELLER, John Evan Davies And Judith Lenore Davies Moskowitz Capital Mortgage Fund II Inc. via Power of Sale, the following
(Full legal names of all Sellers)

PROPERTY:
a unit in the condominium property known as Unit No. 18
(Apartment/Townhouse/Suite/Unit)

located at 24 COUNTRY CLUB DR

in the Municipality of King

being York Region Vacant Land Condominium Corporation Condominium Plan No. 999
(Legal Name of Condominium Corporation)

Unit Number 18 Level No. 1 Building No. together with ownership

or exclusive use of Parking Space(s) together with ownership or exclusive use of
(Number(s), Level(s))

Locker(s) together with Seller's proportionate undivided tenancy-in-common interest
(Number(s), Level(s))

in the common elements appurtenant to the Unit as described in the Declaration and Description including the exclusive right to use such other parts of the common elements appurtenant to the Unit as may be specified in the Declaration and Description: the Unit, the proportionate interest in the common elements appurtenant thereto, and the exclusive use portions of the common elements, being herein called the "Property".

PURCHASE PRICE: Dollars (CDN\$) 1,399,000.00
One Million Three Hundred Ninety-Nine Thousand Dollars

DEPOSIT: Buyer submits Upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)
Seventy-Five Thousand Dollars (CDN\$) 75,000.00

by negotiable cheque payable to Re/Max Hallmark Realty Ltd., Brokerage "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A, B attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer Seller until 7:00 p.m. on the 23

day of August 2018, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 25 day of October

2018 Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): eg CM

INITIALS OF SELLER(S): JM

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this 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 email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: (For delivery of Documents to Seller) FAX No.: (For delivery of Documents to Buyer)
Email Address: mike.mealia@gmail.com (For delivery of Documents to Seller) Email Address: bill@billpamaby.com (For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**.....
all electric light fixtures, all window coverings, garage door openers and remotes, s/s microwave, built in 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

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 liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**.....

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
HWT (if rental) - (as is) currently leaking

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **COMMON EXPENSES:** Seller warrants to Buyer that the common expenses presently payable to the Condominium Corporation in respect of the Property are approximately \$ 636.44 per month, which amount includes the following:
Common elements maintenance fee (\$360.00/mo), water and sewage charges (\$276.44/mo)

8. **PARKING AND LOCKERS:** Parking and Lockers are as described above or assigned as follows:
..... at an additional cost of:

INITIALS OF BUYER(S):  INITIALS OF SELLER(S): 

9. **HST:** If the sale of the Property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be

^{DS} CM **Included in** the Purchase Price. If the sale of the Property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the Property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price. ^{DS} Eq

^{DS} Eq 10. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 12th day of October, 2018, (Requisition Date) 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

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 monies 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 further authorizations in this regard as Buyer may reasonably require.

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 By-laws, Occupancy Standards By-laws, including the Common Element Rules and other Rules and Regulations; and (d) any existing municipal agreements, zoning by-laws 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 lawyer(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 on 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 reasonable period 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): ^{DS} Eq ^{DS} CM

INITIALS OF SELLER(S): BM

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- 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, 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 ureaformaldehyde, and that to the best of Seller's knowledge no building on the Property contains or has ever contained insulation that contains ureaformaldehyde. 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(S):

DS DS
eg CM

INITIALS OF SELLER(S):

JM



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31. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal: 8/22/2018 | 9:29 AM EDT

(Witness) *Elisabeth Giannini*
DocuSigned by:
FAF06B3A2D29444
(Witness) *Charlie Madlean*
(Buyer)
16E60BB61A914B8...

DATE
(Seal) 8/22/2018 | 8:35 AM EDT
DATE
(Seal)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) *[Signature]*
(Witness) *[Signature]*

(Seller) *[Signature]* DATE *Aug 22/18*
(Seller) DATE
(Seal) (Seal)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) DATE
(Spouse) (Seal)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at a.m./p.m.this 8/23/2018 | 4:43 PM EDT

DocuSigned by:
Elisabeth Giannini *Charlie Madlean*
FAF06B3A2D29444... (Signature of Seller or Buyer) 16E60BB61A914B8...

INFORMATION ON BROKERAGE(S)
Listing Brokerage RE/MAX HALLMARK REALTY LTD. Tel.No. (905) 883-4922
MICHAEL N. MEALIA
(Salesperson / Broker Name)
Co-op/Buyer Brokerage ROYAL LEPAGE RCR REALTY Tel.No. (905) 857-0651
BILL PARNABY
(Salesperson / Broker Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) DATE *Aug 23/18*
Address for Service *Goldman Sachs Nash Haber*
Tel.No. *416 597-7880*
Seller's Lawyer *David Nakelsky*
Address *Goldman Sachs Nash Haber*
Email *david.n@gsnh.com*
Tel.No. FAX No.

8/23/2018 | 4:43 PM EDT
DATE
8/23/2018 | 4:43 PM EDT
DATE
Address for Service
Tel.No.
Buyer's Lawyer
Address
Email
Tel.No. FAX No.

Property Manager: (Name) (Address) (Tel No., FAX No)

FOR OFFICE USE ONLY
COMMISSION TRUST AGREEMENT
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.
DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by: *[Signature]*
(Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)



Schedule A Agreement of Purchase and Sale - Condominium Resale



Form 101

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

DS

eg

BUYER, Elisabeth Giannini and Charles MacLean

DS DS
eg CM

and

DS

CM

SELLER, ~~John Evan Davies And Judith Lenore Davies~~ Moskowitz Capital Mortgage Fund II Inc. via Power of Sale

for the purchase and sale of 24 COUNTRY CLUB DR King

L7B 1M5 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):

DS DS
eg CM

INITIALS OF SELLER(S):

JM

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Schedule A Agreement of Purchase and Sale - Condominium Resale



Form 101
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

^{DS}
eg **BUYER, Elisabeth Giannini and Charles MacLean** ^{DS}
eg *CM*

~~**SELLER, John Evan Davies And Judith Lenore Davies**~~ Moskowitz Capital Mortgage Fund II Inc. via Power of Sale *W*

^{DS}
CM for the purchase and sale of **24 COUNTRY CLUB DR** **King**

L7B 1M5 dated the **22** day of **August**, 20 **18**

The Seller represents and warrants that the chattels and fixtures as included in this Agreement of Purchase and Sale will be in good working order and free from all liens and encumbrances 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.

The Seller agrees to provide, at the Seller's own expense, not later than 5:00 p.m. on August 30, 2018, an existing copy of survey of said property showing the current location of all structures, buildings, fences, improvements, easements, rights-of-way, and encroachments affecting said property. The Seller will further deliver, on completion, a declaration confirming that there have been no additions to the structures, buildings, fences, and improvements on the property since the date of this survey. ^{DS}
eg *CM*

The Buyer shall have the right to inspect the property one further time prior to completion, at a mutually agreed upon time, provided that written notice is given to the Seller. The Seller agrees to provide access to the property for the purpose of this inspection.

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

INITIALS OF BUYER(S): ^{DS}
eg *CM*

INITIALS OF SELLER(S): *W*



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 between:

BUYER, Elisabeth Giannini and Charles MacLean

DS
eg CM

SELLER, ~~John Evan Davies and Judith Lenore Davies~~ Moskowitz Capital Mortgage Fund II Inc. via Power of Sale

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

L7B 1M5 dated the 22nd day of August, 2018

DS
eg

DS
CM

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): eg CM

INITIALS OF SELLER(S): BM

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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 between:

BUYER, Elisabeth Giannini and Charles MacLean

DS eg CM

SELLER, John Evan Davies and Judith Lenore Davies Maskowitz Capital Mortgage Fund II Inc. via Power of Sale

DS eg

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

L7B 1M5 dated the 22nd day of August, 2018

DS CM

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.~~

DS eg CM

Handwritten initials 'BJW' in a circle

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.

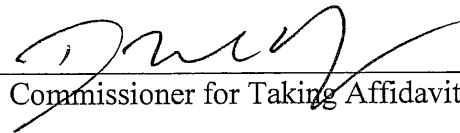
INITIALS OF BUYER(S): eg CM

INITIALS OF SELLER(S): [Handwritten initials]

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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

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 Teixeira | 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 a detailed 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](tel:4167776254) | F. [416 863 1716](tel:4168631716)

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., LL.B., J.D.

Partner



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

I spoke to Michael last night. Once you send me the offer, we will be in a position to review and get back to you.

413



Sean Zweig

Partner, Bennett Jones LLP

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

T. [416 777 6254](tel:4167776254) | F. [416 863 1716](tel:4168631716)

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. [416 777 6254](tel:4167776254) | F. [416 863 1716](tel:4168631716)

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

=because he is prevented from disposing or encumbering the property, he would not sign. He gave the APS to Moskowitz Capital to accept.

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., LL.B., J.D.
Partner



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

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

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KSV KOFMAN INC.
Plaintiff (Respondent)

and

AEOLIAN INVESTMENTS LTD. et al.
Defendants (Appellants)

ONTARIO
DIVISIONAL COURT,
SUPERIOR COURT OF JUSTICE

Proceeding commenced at TORONTO

AFFIDAVIT OF ALICIA HAGGART
(sworn October 12, 2018)

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

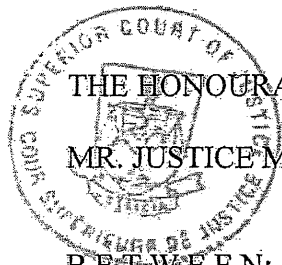
Michael Beeforth
LSO #: 58824P
Tel.: (416) 367-6779
michael.beeforth@dentons.com

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

TAB 6

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

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



THE HONOURABLE)

MR. JUSTICE MYERS)

WEDNESDAY, THE 30th

DAY OF AUGUST, 2017

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 -

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. ("**Aeolian**" 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.

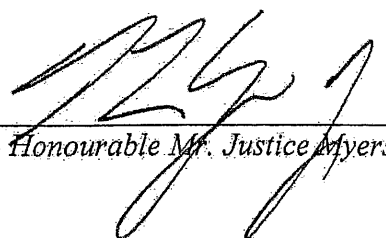
Variation, Discharge or Extension of Order

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.



The Honourable Mr. Justice Myers

ENTERED AT / INSCRIT A TORONTO
 ON / BOOK NO:
 LE / DANS LE REGISTRE NO:

AUG 31 2017

PER / PAR: 

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, Carefree, Arizona, USA, 85377 -and/or- 35410 N. Ridgeway Drive, Carefree, Arizona, USA, 85377	APN 216-32-102	PARCEL 1: LOT 17, CAREFREE GRAND VIEW ESTATES UNIT I, ACCORDING TO BOOK 224 OF MAPS, PAGE 26, RECORDS OF MARICOPA COUNTY, ARIZONA. PARCEL2: 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 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

JOHN DAVIES et al.
Defendants
Court File No: CV-17-11822-00CL

v.

**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: (416) 777-6254
Email: 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

Certain Property of Scollard Development Corporation, et al.
Plaintiff

JOHN DAVIES et

Defenda

Court File No: CV-17-11822-000

July 17/17

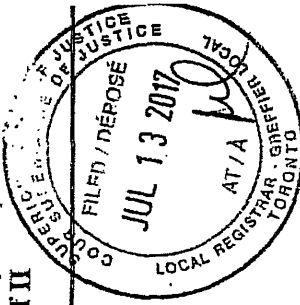
ONTARIO

SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

MOTION RECORD

(Motion for an Extension of the Mareva Injunction -
Returnable July 17, 2017)
Volume I of II



BENNETT JONES LLP
3400 One First Canadian Place
P.O. Box 130
Toronto ON M5X 1A4

Sean Zweig (LSUC#57307D)
Phone: (416) 777-6254
Email: zweigs@bennettjones.com

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

Facsimile: (416) 863-1716

Lawyers for the Plaintiff

July 17/17
For kindred attached, order to go
Despite the Order set out in the
attached Exhibit for Davies is
authorized and ~~allowed~~ allowed
to access and speed up to an
aggregate amount of \$25,000
to refer counsel and sustain costs
in the interim period. *[Signature]*

By 30/17
THE TS HAVE THE BURDEN OF ESTABLISHING
AN ENTITLEMENT TO A MAREVA INJUNCTION.
I AGREE WITH THE GREAT THAT EXECUTION
REPAIR JUDGMENT IS A RARE, EXTRAORDINARY
EXCEPTION TO THE RULE. IT SHOULD NOT
BE AVAILABLE WHEN THE TS HAVE A
PLAUSIBLE, ACCEPTABLE DEFENSE. Conversely

1/2 (yellow sheets)

Court File Number: _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

IT SHOULD ONLY BE AVAILABLE WHERE IT IS CLEARLY
LIKELY TO SUCCEED & THERE IS EVIDENCE OF A REAL RISK
OF DISSIPATION OF ASSETS BY Δ.

ORDER TO GO AS ASKED.

IT, THE RECEIVER OF 7 DEVELOPERS SUES JOHN
DAVIES AND OTHERS - ~~THE~~ ^A PRINCIPAL MANAGER AND
OWNER OF THE DEVELOPERS OR THEIR PARENT COMPANIES,
FOR FRAUD, BREACH OF FIDUCIARY DUTY, CONVERSION
~~AND~~ ^{AND} OTHER CAUSES OF ACTION. THE ESSENCE OF THE
CLAIMS ~~ARE~~ ^{IS} THAT THE DEVELOPERS RAISED MONEY
FROM THE PUBLIC THROUGH TIER 1 COMPANIES OWNED
OR RUN BY Mr. SINGH. MR SINGH'S COMPANIES
LEND THE INVESTORS' FUNDS TO THE DEVELOPERS
OSTENSIBLY ON A SECURED BASIS TO FUND THE
CONSTRUCTION OF 7 SEPARATE PROJECTS. SINGH'S
COMPANIES TOOK A 25% ^{SCALE OF THE} FEE. SINGH IS ALSO
A SHAREHOLDER OF PROJECT COMPANIES OR THEIR
PARENT COMPANIES WITH DAVIES AND HIS OTHER
COHORTS.

Court File Number: _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

THE MONEY WAS NOT USED TO BUILD ANY BUILDINGS. FOOTINGS HAVE STARTED ON 2 PROJECT AND 3 PROJECT IS SAID TO BE NEAR CONSTRUCTION. INSTEAD OF USING THE FUNDS FOR EACH CORPORATION'S CORPORATE PURPOSE THE DAVIES PAID HIMSELF AND CONNORS FEES ^{AND} DIVIDENDS. ~~THEY~~ WORST STILL FUNDS WERE ^{AT} LENT AMONG THE COMPANIES (AND 5 OTHERS) ON AN UNSECURED BASIS TO MEET INTEREST OBLIGATIONS DUE ON ~~THE~~ THOSE COMPANIES BORROWINGS FROM TIER 1 (FOR THE SURVIVE INVESTORS). THE DAVIES ADMITTED ON X-62 THAT EACH DEVELOPER HAD A SERIOUS CASH FLOW ISSUES AS SEEN AS ITS FUNDS WERE RAISED. THAT IS, AFTER FEES, COMPENSATION TO TIER 1, DIVIDENDS = SALARIES & 1 YEAR OF INTEREST HELD IN RESERVE, EACH COMPANY HAD INSUFFICIENT FUNDS TO PAY INTEREST AFTER THE YEAR AND SIGNIFICANTLY TO BUILD A BUILDING. THIS WAS APPARENT ON DAY ONE. TO ANSWER THE SYSTEMIC CASH DRAIN BUILT

Court File Number: _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

INTO THE COMPANIES BY DECISION MR DAVIES
AND MR SINGH WOULD HAVE TIER 1 CERTAIN
FURTHER PUBLIC INVESTMENTS, TIER 1 RAISED FUNDS
FROM REAL PEOPLE ON THE BASIS THAT THE
FUNDS WOULD BE LENT TO A DEVELOPER ON A
SECURED BASIS TO FUND A BUILDING, BUT
INSTEAD, SINGH AND DAVIES CRED NEW FUNDS
TO PAY ACCRUING INTEREST ON EARLIER
INVESTMENTS IN OTHER OF THE 11 COMPANIES,
THAT IS CALLED A PONDY SCHEME.

THIS IS JUST A MOTION EARLY IN THE
CASE, SO HOW CAN I SAY THIS SO DEFINITELY?
MR DAVIES PREPARED A 2 PAGE EXPLANATION
OF HOW HIS FINANCIAL MODEL WORKS. IT IS
SHOCKING IN ITS CLARITY OF A DESCRIPTION
OF AN ILLICIT, FRAUDENT SCHEME WITHOUT MR
DAVIES SEEMINGLY HAVING THE LEAST BIT OF
COMPUNCTION ABOUT IT.

MR KRAFT NOWLY TRIED ON SEVERAL
ANSWERS. FIRST HE ARGUED THAT THE RECEIVER'S

Page 9 of 10

Judges Initials _____

Court File Number: _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

ANALYSIS & ITS FAILURE TO SUE MR SINGH
 BRINGS AN AIR OF PLAUSIBILITY TO MR
 DAVIES' RIGHTFULNESS. THIS CANNOT SURVIVE
 THE CLEAR ADMISSIONS IN MR DAVIES OWN
 HAND & X-EXAM.

MR KRAFT ARGUES THAT MR SINGH
 CONSENTED SO THAT THE DEVELOPERS DID NOT
 BREACH THEIR LOAN AGREEMENTS WITH TIER 1
 IN MAKING THE VARIOUS DISTRIBUTIONS AND
 SUPPORTED LOANS THAT THEY MADE. WHILE NOT
 NAMED, SINGH IS NOT ARM'S LENGTH, I DOUBT
 HE COULD UNILATERALLY GIVE A VALID CONSENT
 GIVEN HIS PERSONAL CONFLICTS OF INTEREST. REGARDLESS,
 THE CLAIMS AGAINST DAVIES ARE BROUGHT BY
 THE DEVELOPER COMPANIES. DAVIES IS SAID TO
 HAVE COMMITTED FRAUD ON THEM AND BREACHED HIS
 FIDUCIARY DUTIES TO THEM BY DECLARING DIVIDENDS,
 PAYING HIMSELF FRONT-END LOANED FEES, PAYING
 HIMSELF ABOVE-MARKET SALARY AND LENDING
 FUNDS OF EACH DEVELOPER TO HIS OTHER. 10

Page 5 of 10

Judges Initials _____

Court File Number: _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

INSOLVENT, ~~AND~~ SIMILARLY CASH-STRAPPED
 DEVELOPER COMPANIES. WITH OVER \$100 MILLION
 RAISED ~~AND~~ AND SPENT, THERE ARE NO BUILDINGS.
 MR SINGH AND MR DAVIES HAVE E-MAILS IN
 WHICH THEY PLAINLY KNOW THE COMPANIES ARE
 INSOLVENT AND DESPERATELY LOOK FOR CASH TO
 AVOID AN INTEREST DEFAULT THAT WOULD
 TRIGGER A PSC0 REPORT AND WOULD BRING UP
 FUTURE INVESTMENT NEEDS TO SUPPORT THE
 POND SCHEME. IN ADDITION ~~TO~~ THE RECEIVER
 FAIRLY SUBmits THAT THE INTER-COMPANY
 UNSECURED LOANS FROM ONE CASH-STRAPPED
 INSOLVENT TO ANOTHER WERE NOT REAL LOANS.
 THERE WAS NO EXPECTATION OF REPAYMENT.
 THEY WERE PAYMENTS TO KEEP THE POND ALIVE
 A BIT LONGER.

MR KRAFT SAYS MR DAVIES MIGHT JUST
 HAVE BEEN A POOR DEVELOPER. PERHAPS MR KRAFT
 HYPOTHESIZED HE SHOULD HAVE STOPPED AFTER
 A FEW BUILDINGS HIT ^{ROCKY} ~~ROCKY~~ TIMES. BUT HE

Court File Number: _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

DIDN'T AND THAT'S THE POINT. AN HONEST
BUT LOUSY DEVELOPER WOULD NOT HAVE GONE ALONG
TO 10 OR 11 PROJECTS WITH EACH CONTRIBUTING
17% NEW INVESTMENT TO OLD DEBT. MR DANES
SAID ON X-EXAM THAT HE EXPECTED CONSTRUCTION
FINANCING TO FILL THE EVER-INCREASING DEBT
PIT. THAT MAKES NO SENSE AT ALL. CONSTRUCTION
FINANCING IS USED TO BUILD NOT TO RE-PAY
OLD DEBT INCURRED TO FUND FRONT-END LOADED
CASH STRIPPING BY DANES & COHORTS.

IN ADDITION DANES OFFERS NO INNOCENT
EXPLANATION DESPITE MR KRAFT'S CREATING EFFORTS
TO FIND ONE. MR DANES DOES NOT SAY HE DID
A POOR JOB OR ^{THAT} SOME IDENTIFIED CIRCUMSTANCES
IN THE MARKET CAUSED DELAYS OR INCREASED COSTS,
INSTEAD, HE SAYS ^{THAT} ONLY HE UNDERSTANDS HOW
THE DEVELOPMENT INDUSTRY WORKS. HE SAYS HE
WAS DOING WHAT PEOPLE IN THE INDUSTRY DO
TO KEEP COMPANIES GOING DURING DEVELOPMENT.
NOT THE HONEST ONES.

Court File Number: _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

THE KRAFT AGREES THAT THERE IS NO RISK OF DISSIPATION AS THE DAVIES HAVE NO ASSETS OF VALUE. THEY HAVE RECENTLY SOLD THE COTTAGE. THEY HAVE LISTED ~~THEIR~~ THEIR HOUSE FOR SALE DESPITE THE EXISTENCE OF A MAREVA INJUNCTION ORDER. THEY ARE LIVING WELL DESPITE A MAREVA WITH FUNDS BEING ADVANCED FROM THE ARCHITECT ON THE PROJECTS. THERE IS A SUBSTANTIAL HOUSE IN AZ. OWNED BY THE TWO TRUSTS THAT THE TRUSTEES UNDERTAKE NOT TO SELL. BUT THEY ARE NOT WILLING TO PUT AN ORDER ON TITLE. THE RECEIVER HAS SHOWN A PRIMA FACIE ABILITY TO TRACE CORPORATE FUNDS INTO BOTH PROPERTIES. THE ARCHITECT'S LARGEST SUGGESTS THAT THERE MAY WELL BE HIDDEN POOLS OF FUNDS YET UNDISCOVERED. I HAVE NO HESITATION FINDING A PROVEN RISK OF DISSIPATION GIVEN THE LISTING OF THE HOUSE IN FACE OF A MAREVA. I AM IN DISSIPATION AND LIKELY FLIGHT TO AZ IN LIGHT OF THE DEGREE OF OBTUSITY AND THE LIQUIDATION OF

Page 8 of 10

Judges Initials _____

Court File Number: _____

Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

THE DAVIES' REAL ESTATE.

IN MY VIEW THIS IS A CASE TO
 WRITE AN UNDERTAKING ON DAMAGES IN
 ACCORDANCE WITH THE COURT'S DISCRETION. THE
 RECEIVER HAS NO SKIN IN THE GAME. TO GO TO
 THE GOVERNMENT OR TO INVESTORS TO FUND THESE
 PROCEEDINGS IS AN AFFRONT TO ACCESS TO JUSTICE.
 PEOPLE INVESTED THEIR SAVINGS AND RETIREMENTS
 AND IT SO FAR HAS TAKEN TWO RECEIVERS AND
 MULTIPLE COURT PROCEEDINGS TO PEEL BACK
 ENOUGH LAYERS OF THE ONION TO LET THE
 WEEPING JUST BEGIN. WHEN I ASKED MR
 KRAFT ~~WHY~~ WHY THERE ARE NO BUILDINGS BUILT
 WITH \$100 MILLION OF INVESTORS MONEY HE
 SAID "THE MONEY WAS SPENT." MR DAVIES
 MADE NO EXPLANATION AT ALL BEYOND BLAMING
 FSTO FOR SHUTTING HIS PIPELINE TO GET FURTHER
 FUNDING FROM THE PUBLIC AT A TIME WHEN THE
 7 ~~PROJ~~ DEVELOPERS HAD AN AGGREGATE
 OF \$17,000 APPROXIMATELY IN THE BANK. WHILE

Page 9 of 10

Judges Initials _____

Court File Number: _____

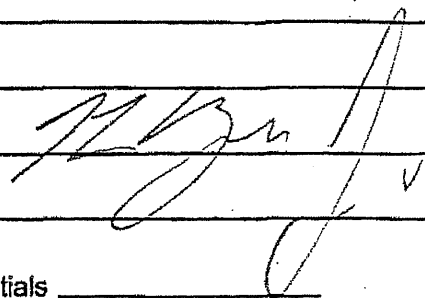
Superior Court of Justice
Commercial List

FILE/DIRECTION/ORDER

Judges Endorsment Continued

THE AS MAY SUFFER DAMAGE FROM THE VIREVA
IF THEY WIN AT TRIAL, SO FAR IT HAS NOT
DAMPENED THEIR LIFESTYLES. FURTHER, GIVEN THE
STRENGTH OF THE CASE IN DAVIES OWN VOICE,
ADVANCING ACCESS TO JUSTICE CONCERNS LEADS
ME TO THE VIEW THAT THIS IS A RARE AND
UNUSUAL CASE WHERE REQUIRING AN UNDERTAKING
WILL DO MORE HARM THAN GOOD.

COSTS TO BE PAID ON A SUBSTANTIAL
INDIGNITY BASIS IN LIGHT OF THE
ADMITTED DICHONIST SCHEME PERPETRATED
BY MR DAVIES FOR THE AS ON THE DEVELOPER
COMPANIES AND THEIR CREDITORS.



TAB 8

Court File No.: 17-11822-00CL



**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE

JUSTICE MYERS

)
)
)

THURSDAY, THE 19th DAY

OF APRIL, 2018

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

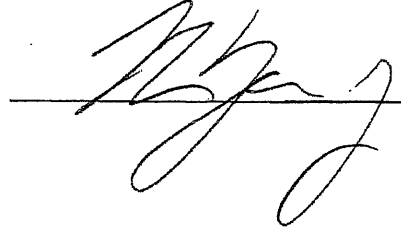
THIS MOTION, made by the Defendant, John Davies, for an order approving a sales process in respect of the property municipally described as 24 Country Club Drive, King City,

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.

A handwritten signature in black ink, appearing to be 'M. J. J.', written over a horizontal line.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

APR 20 2018

PER / PAR:

Handwritten initials 'NB' in black ink.

KSV KOFMAN INC.
Plaintiff

and

AEOLIAN INVESTMENTS LTD. et al.
Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at TORONTO

ORDER

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

Court File No.: 17-11822-00CL

KSV KOFMAN INC.
Plaintiff

and

AEOLIAN INVESTMENTS LTD, et al.
Defendants

April 16/18

April 19/18

The proposed sales prices appears to be reasonable and in accord with market practice. My concern from your notes have been addressed. The Review raises a concern as to the propriety of the 1% "Professional Fee". On a side approval matter, there should be complete transparency as to how that fee is being paid - included - for whose benefit and interest. Could signed in the form agreed to the purchase

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at TORONTO

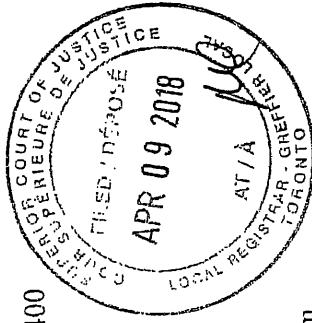
MOTION RECORD

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



TAB 9

KSV KOFMAN INC.
Plaintiff

and

AEOLIAN INVESTMENTS LTD. et al.
Defendants

April 16/18

April 19/18

The proposed sales process appears to be reasonable and in accord with market practice. My concerns from prior motions have been addressed. The Review raises a concern as to the propriety of the 1% "Referral Fee". On a side approval matter, fees should be complete transparent as to how that fee is being paid - indeed - in whose benefit interest. Could sign off in the form agreed by the parties.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at TORONTO

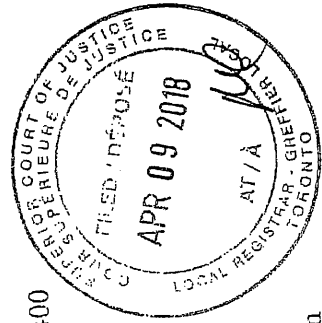
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Lawyers for the Defendants, John Davies,
Judith Davies and Aeolian Investments
Ltd.



KSV KOFMAN INC.
Plaintiff (Respondent)

and

AEOLIAN INVESTMENTS LTD. et al.
Defendants (Appellants)

ONTARIO
DIVISIONAL COURT,
SUPERIOR COURT OF JUSTICE

Proceeding commenced at TORONTO

MOTION RECORD
(Volume 2 of 2)

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