

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

**IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF URBANCORP (WOODBINE) INC.,
URBANCORP (BRIDLEPATH) INC., THE TOWNHOUSES
OF HOGG'S HOLLOW INC., KING TOWNS INC.,
NEWTOWNS AT KING TOWNS INC. AND DEAJA
PARTNER (BAY) INC. (THE "APPLICANTS")**

**AND IN THE MATTER OF TCC/URBANCORP (BAY)
LIMITED PARTNERSHIP**

APPLICATION RECORD
(Returnable October 18, 2016)

DATED: October 11, 2016

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TO: SEE ATTACHED SERVICE LIST

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**ONTARIO
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**IN THE MATTER OF THE *COMPANIES' CREDITORS
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TAB 1

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

**IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED**



**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
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PARTNER (BAY) INC. (THE "APPLICANTS")**

**AND IN THE MATTER OF TCC/URBANCORP (BAY)
LIMITED PARTNERSHIP**

NOTICE OF APPLICATION

TO THE RESPONDENT(S):

A LEGAL PROCEEDING HAS BEEN COMMENCED by the Applicants. The claim made by the Applicants appears on the following page.

THIS APPLICATION will come on for a hearing before a Judge presiding over the Commercial List on **Tuesday, October 18, 2016 at 10:00 a.m.**, at 330 University Avenue, 8th Floor, Toronto, Ontario.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the Application or to be served with any documents in the Application you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the Applicants' lawyer or, where the Applicants do not have a lawyer, serve it on the Applicants, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the Applicants' lawyer or, where the Applicants do not have a lawyer, serve it on the Applicants, and file it, with proof of service, in the court office where the Application is to be heard as soon as possible, but at least two days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: October 11, 2016

Issued by:



Local Registrar
C. Irwin
Registrar

Address of 330 University Avenue, 7th floor
Court Office: Toronto, Ontario
M5G 1E6 127 L

TO: THE ATTACHED SERVICE LIST

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(Updated October 6, 2016)

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APPLICATION

1. **THE APPLICANTS** make this Application on their own behalf and on behalf of TCC/Urbancorp (Bay) LP ("**Bay LP**") (collectively with the Applicants, the "**Bay LP CCAA Entities**") for an Initial Order substantially in the form attached at Tab 3 of the Application Record, among other things:
 - (i) abridging the time for service of the Notice of Application and the Application Record, and declaring that this application is properly returnable on October 18, 2016, and dispensing with further service thereof;
 - (ii) continuing the proposal proceedings (the "**Proposal Proceedings**") in respect of Urbancorp (Woodbine) Inc. and Urbancorp (Bridlepath) Inc. (the "**Former NOI Entities**") commenced under Part III of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3, as amended (the "**BIA**"), under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), declaring that the BIA proposal provisions shall have no further application to the Former NOI Entities and terminating the court ordered charges granted in the Proposal Proceedings;
 - (iii) declaring that each of the Applicants is a party to which the CCAA applies and granting an Initial Order under the CCAA, in respect of the Bay LP CCAA Entities;
 - (iv) appointing KSV Kofman Inc. ("**KSV**" or the "**Monitor**") as CCAA Monitor and officer of this Court in respect of each of the Bay LP CCAA Entities;
 - (v) staying all proceedings and remedies taken or that might be taken in respect of the Bay LP CCAA Entities or any of their property, except as otherwise set forth in the Initial Order or otherwise permitted by law;

- (vi) staying all proceedings taken or that might be taken in respect of any of the current, former or future directors or officers of the Bay LP CCAA Entities;
- (vii) authorizing the Bay LP CCAA Entities to file with this Court a plan of compromise and arrangement;
- (viii) granting the following priority charge over all of the Property (as defined in the Initial Order) of the Former NOI Entities, including the interest of Bay LP therein, in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise:
 - a. an administrative charge in favour of the Monitor, counsel to the Monitor and counsel to the Bay LP CCAA Entities in the maximum amount of \$250,000; and
 - (b) such further and other relief as counsel may advise and this Honourable Court may permit.

2. **THE GROUNDS FOR THE APPLICATION ARE:**

- (a) the Urbancorp Group (as defined herein) was founded in 1991 and, through the use of single purpose project specific corporations, including certain of the Applicants, engaged in the development, construction and sale of residential properties in the Greater Toronto area;
- (b) the Urbancorp Group is essentially organised into two (2) branches – the corporations, like the Applicants, which are owned directly or indirectly by Alan Saskin or members of the Saskin family and those entities (the “**UC Inc. Entities**”) that, as of December 2015, became subsidiaries of Urbancorp Inc. (“**UC Inc.**” and collectively, the “**Urbancorp Group**”);

- (c) in the first quarter of 2016, the Former NOI Entities, along with other members of the Urbancorp Group, found themselves unable to raise the necessary financing to advance their major projects beyond their then current stages of development;
- (d) Tarion Warranty Corporation, which provides warranties on new residential builds in Ontario for registered builders, also issued a notice of proposal to revoke 17 of the Urbancorp Group's registrations, including all registrations of the Former NOI Entities, as a result of concerns about, among other things, the Urbancorp Group's financial position;
- (e) notwithstanding the aforementioned liquidity and financial issues, the Urbancorp Group's various projects, and the assets comprised in them, held significant net asset value so long as these assets were properly restructured or sold in an orderly manner;
- (f) on April 21, 2016, in an effort to stabilize the businesses of the Former NOI Entities, provide liquidity to their projects and to consider their restructuring options, each of the Former NOI Entities commenced the Proposal Proceedings and KSV was appointed as proposal trustee (the "**Proposal Trustee**");
- (g) as part of the Proposal Proceedings, the Court approved a sale process whereby the real properties owned by the Former NOI Entities were marketed and sold pursuant to agreements of purchase and sale approved by the Court pursuant to approval and vesting Orders dated September 15, 2016;
- (h) one of the transactions contemplated in the agreements of purchase and sale closed on September 30, 2016 and the second transaction is scheduled to close on October 14, 2016;
- (i) pursuant to the Order dated September 15, 2016, the Former NOI Entities were granted an extension to October 25, 2016 to file a proposal in the Proposal Proceedings;

- (j) the Bay LP CCAA Entities are insolvent and unable to meet their liabilities as they become due;
- (k) KSV has agreed to be appointed as the Monitor of the Bay LP CCAA Entities, pending approval of this Honourable Court;
- (l) as part of the CCAA proceeding, the Monitor will establish a claims procedure for the identification and quantification of claims against the Bay LP CCAA Entities as well as their current and former directors and officers;
- (m) the conversion from the Proposal Proceedings into a CCAA proceeding will provide administrative efficiencies and a court-supervised process within which claims can be determined as well as additional time to allow the Bay LP CCAA Entities to work towards filing a plan of compromise and arrangement with the Court;
- (n) the Applicants are companies to which the CCAA applies;
- (o) section 11.6 of the CCAA and the inherent and equitable jurisdiction of this Honourable Court thereunder;
- (p) Rules 1.04, 2.01, 2.03, 14.05(2), 14.05(2), 16 and 38 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194;
- (q) Section 106 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended; and
- (r) such further and other grounds as counsel may advise and this Honourable Court may deem just.

3. **THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE APPLICATION:**

- (a) the Consent of KSV to act as Monitor dated October 11, 2016;
- (b) Ninth Report of KSV Kofman Inc., in its capacity as the Proposal Trustee and proposed Monitor, to be filed; and

- (c) such further and other evidence as counsel may advise and this Honourable Court may permit.

DATED: October 11, 2016

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IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
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DEAJA PARTNER (BAY) INC. (the "Applicants")

AND IN THE MATTER OF TCC/URBANCORP (BAY) LIMITED PARTNERSHIP

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

NOTICE OF APPLICATION
(Returnable October 18, 2016)

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Lawyers for the Applicants

TAB 2



**Ninth Report to Court of
KSV Kofman Inc. as Proposal
Trustee of Urbancorp (Woodbine) Inc.
and Urbancorp (Bridlepath) Inc.**

October 12, 2016

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ESTATE NO.: 31-2114850
COURT FILE NO.: 31-2114850

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
URBANCORP (WOODBINE) INC. AND
URBANCORP (BRIDLEPATH) INC.

NINTH REPORT OF KSV KOFMAN INC. AS PROPOSAL TRUSTEE

OCTOBER 12, 2016

1.0 Introduction

1. This report (the "Report") is filed by KSV Kofman Inc. ("KSV") in its capacity as proposal trustee (the "Proposal Trustee") in connection with Notices of Intention to Make a Proposal (each a "NOI") filed on April 25, 2016 by Urbancorp (Woodbine) Inc. ("Woodbine") and Urbancorp (Bridlepath) Inc. ("Bridlepath") pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act* ("BIA"), R.S.C. 1985, c. B-3, as amended (the "NOI Proceedings"). Woodbine and Bridlepath are jointly referred to herein as the "Companies".
2. On June 30, 2016, the Court issued orders approving a sale process ("Sale Process") to be carried out for the real property held by the Companies (each a "Property" and jointly, the "Properties"). On September 15, 2016, the Court made orders (the "Approval Orders") approving the sale of the Properties (the "Transactions").
3. The Woodbine Property transaction closed on September 30, 2016 and the Bridlepath Property transaction is scheduled to close on October 14, 2016.
4. On September 15, 2016, the Court provided the Companies with a final extension to October 25, 2016 to file a proposal. Absent a court approved continuation under the *Companies' Creditors Arrangement Act* as sought on this application, the Companies will be deemed bankrupt if they do not file a proposal prior to or on that date.
5. The Proposal Trustee is aware of certain declarations of trust which evidence that Bridlepath and Woodbine are the registered owners of the Properties as nominee and bare trustee for TCC/Urbancorp (Bay) Limited Partnership ("Bay LP"), which is stated to be the beneficial owner of the Properties. Accordingly, if Bridlepath and Woodbine were to become bankrupt, the Properties (and the sale proceeds related thereto) would not form part of their respective bankrupt estates and Bay LP is not currently the subject of any insolvency proceeding.

6. The NOI Proceedings have been conducted since their inception on the basis that the Properties and any and all claims against Bridlepath and Woodbine were to be dealt with and administered inside the NOI Proceedings as a matter of administrative efficiency. In order to maintain this administrative efficiency as the statutory limitation on the NOI Proceedings is about to expire, it is being recommended that the NOI Proceedings be converted into proceedings under the *Companies' Creditors Arrangement Act* (the "CCAA") and that the Proposal Trustee be appointed as monitor (the "Proposed Monitor"). Furthermore, given the apparent beneficial ownership structure, the Proposal Trustee is of the view that it would enhance the administration of these insolvent companies (including any claims process) to include Bay LP as a party to any such CCAA proceeding as the only materials assets of Bay LP appear to be its beneficial ownership interests in the Properties.
7. Bay LP also appears to be the sole shareholder of three other companies (NewTowns at King Towns Inc. ("NewTown"), The Townhouses of Hogg's Hollow Inc. and King Towns Inc. (collectively, the three entities being the "Affiliates")). A corporate search reflects that Deaja Partner (Bay) Inc. ("Deaja") is the general partner of Bay LP. For the purposes of this Report, the Companies, Deaja and the Affiliates are referred to as the "Applicants" and the Applicants together with Bay LP the "Bay LP CCAA Entities").
8. The Proposal Trustee understands that the Affiliates have no assets (other than sundry investments and related party receivables) and that Bay LP was also the beneficial owner of their respective real property prior to the real property becoming subject to their respective condominium corporations. Accordingly, for the sake of completeness and claim administration, the Proposal Trustee is also recommending that Deaja and the Affiliates be made subject to the proposed CCAA proceeding so that Bay LP and all assets and claims for all companies wholly-owned by Bay LP can be fully administered in one proceeding.
9. A copy of the corporate chart for the Bay LP CCAA Entities is provided in Appendix "A".

1.1 Purposes of this Report

1. The purposes of this Report are to:
 - a) provide background information on the Bay LP CCAA Entities;
 - b) discuss the rationale for continuing the NOI Proceedings under the CCAA and for filing the proposed CCAA proceedings;
 - c) provide KSV's qualifications to act as monitor;
 - d) report on the Bay LP CCAA Entities' consolidated cash flow projection for the period October 13, 2016 to November 17, 2016 ("Cash Flow Forecast");
 - e) detail a process (the "Claims Process") to solicit, determine and adjudicate claims against the Bay LP CCAA Entities and any of the Bay LP CCAA Entities' current and former directors and officers (the "Directors and Officers");

- f) discuss the rationale for a charge in the amount of \$250,000 on all of the Bay LP CCAA Entities' current and future assets, properties and undertakings (the "Assets") to secure the fees and disbursements of the Proposed Monitor, the Proposed Monitor's legal counsel, Davies Ward Phillips & Vineberg LLP, and the Bay LP CCAA Entities' legal counsel, WeirFoulds LLP (the "Administration Charge"); and
- g) recommend that the Court make an order or orders which, *inter alia*:
 - i. continues the NOI Proceedings under the CCAA;
 - ii. grants CCAA protection to the Bay LP CCAA Entities;
 - iii. grants the Proposed Monitor enhanced powers, including authority over the business of the Bay LP CCAA Entities and the Claims Process;
 - iv. approves the Claims Process and authorizes the Proposed Monitor and the Bay LP CCAA Entities to carry out same; and
 - v. approves the Administration Charge.

1.2 Restrictions

1. In preparing this Report, the Proposed Monitor has relied upon unaudited financial information of the Bay LP CCAA Entities, the books and records of the Bay LP CCAA Entities and discussions with representatives of the Bay LP CCAA Entities, including their lawyers and accountants. The Proposed Monitor has not performed an audit or other verification of such information. The financial information discussed herein remains subject to further review. The Proposed Monitor expresses no opinion or other form of assurance with respect to the financial information presented in this Report or relied upon by the Proposed Monitor in preparing this Report. Any party wishing to place reliance on the Bay LP CCAA Entities' financial information is strongly encouraged to perform its own diligence and any reliance placed by any party on the information herein shall not be considered sufficient for any purpose whatsoever.
2. An examination of the Bay LP CCAA Entities' Cash Flow-Statement as outlined in the Chartered Professional Accountant Canada Handbook has not been performed. Future oriented financial information relied upon in this Report is based upon the Bay LP CCAA Entities' assumptions regarding future events; actual results achieved may vary from this information and these variations may be material. The Proposed Monitor expresses no opinion or form of assurance on whether the Cash-Flow Statement will be achieved.

2.0 KSV's Qualifications to Act as Monitor

1. KSV is qualified to act as monitor. KSV's qualifications include the following:
 - a) KSV is the Proposal Trustee of the Companies. Its familiarity with the Companies and their background will assist to efficiently complete these proceedings;
 - b) Several subsidiaries of the Urbancorp Group (as defined below) are subject to the CCAA proceedings where KSV is the CCAA Monitor. These entities are referred to herein as the "Initial Urbancorp CCAA Entities". A list of the Initial Urbancorp CCAA Entities is attached as Appendix "D".
 - c) KSV is a trustee within the meaning of Subsection 2(1) of the BIA. KSV is not subject to any of the restrictions to act as monitor set out in Section 11.7(2) of the CCAA; and
 - d) KSV has extensive experience acting as a monitor under the CCAA in a wide variety of industries, including real estate.
2. KSV has consented to act as monitor in these proceedings should the Court grant the Initial Order. A copy of the consent is attached as Appendix "B".

3.0 Background

1. The Bay LP CCAA Entities, together with several affiliates, comprise the Urbancorp Group (the "Urbancorp Group"). The business of the Urbancorp Group commenced in 1991. The Urbancorp Group primarily engages in the development, construction and sale of residential properties in the Greater Toronto Area. A corporate chart for the Urbancorp Group is provided in Appendix "C".

3.1 Woodbine and Bridlepath

1. The only material assets held by the Companies are the Bridlepath Property and the proceeds from the sale of the Woodbine Property. The sale of the Woodbine Property closed on September 30, 2016. The Bridlepath Property transaction is scheduled to close on October 14, 2016.
2. On September 30, 2016, this Court issued an order authorizing and empowering the Proposal Trustee, on behalf of the Companies, to repay forthwith after closing, or as part of closing, the first mortgage obligations of the Companies, which total approximately \$16 million. The Proposal Trustee has repaid the first mortgage obligations of approximately \$5.5 million owing on the Woodbine Property and will repay the first mortgage obligations of approximately \$10.4 million owing on the Bridlepath Property¹ after closing.

¹ Principal amount outstanding as of April 11, 2016.

3. The Companies also have a cross collateralized second mortgage owing to Terra Firma Capital Corporation ("TFCC") on both the Woodbine and Bridlepath Properties. Information concerning the TFCC mortgage is provided in the Proposal Trustee's Eighth Report to Court dated October 6, 2016 ("Eighth Report"), a copy of which is attached as Appendix "E", without attachments. A complete copy of the Eighth Report is available on the Proposal Trustee's website at: <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>.
4. Based on the Companies' books and records, the only material arm's length unsecured creditors of the Companies are home buyers. Home buyers made deposits of approximately \$1.9 million and \$5.6 million on Woodbine and Bridlepath, respectively.

3.2 Affiliates

1. The Affiliates are single purpose entities that developed residential projects. According to management, all of the Affiliates' projects have been completed and sold and all material liabilities have been discharged.
2. A copy of the unaudited Affiliates' balance sheets as of September 30, 2016 is attached as Appendix "F". The balance sheets reflect that:
 - a) other than intercompany receivables, the only material asset held by the Affiliates is a GIC in the amount of approximately \$173,000 held by NewTown. Management has advised that the GIC has been posted as cash collateral for a letter of credit issued in favour of the City of Toronto in connection with certain obligations of NewTown;
 - b) there are no material third party liabilities; and
 - c) there are several intercompany balances.

3.3 Bay LP

1. Bay LP is the owner of the Companies and the Affiliates. A copy of the unaudited Bay LP's balance sheet as at September 30, 2016 is attached as Appendix "G".
2. Based on the books and records of Bay LP, its only material assets appear to be investments in affiliated companies and cash of approximately \$100,000. Bay LP has obligations owing to First Capital Realty Inc. and Alan Saskin in the amount of approximately \$2.7 million and approximately \$500,000, respectively. As the beneficial owner of the Companies, it is also responsible for the obligations of the Companies and the Affiliates.

3. Bay LP and its subsidiaries are insolvent based on the following:
 - a. the Companies are subject to the NOI Proceedings and will become bankrupt absent converting the NOI Proceedings to proceedings under the CCAA; and
 - b. Bay LP and the Affiliates are unable to pay their liabilities or to fund any residual obligations relating to their projects in the normal course as their liabilities exceed the value of their assets and they generate no income.

4.0 Cash Flow Forecast

1. The Bay LP CCAA Entities have prepared a consolidated cash flow for the period October 13, 2016 to November 17, 2016 (the "Period"). The Cash Flow Forecast and the Bay LP CCAA Entities' statutory report on the cash flow pursuant to Section 10(2)(b) of the CCAA is attached as Appendix "H".
2. The Bay LP CCAA Entities are not operating. No disbursements other than professional fees are projected to be paid by the Bay LP CCAA Entities during the Period.
3. The proceeds from the Bridlepath Transaction are not reflected in the Cash Flow Forecast as the purchase price has been sealed pursuant to Court order, and the disclosure of the purchase price could negatively impact the Sale Process if the transaction does not close.
4. Based on the Proposal Trustee's review of the Cash Flow Forecast, there are no material assumptions which seem unreasonable in the circumstances. The Proposed Monitor's statutory report on the cash flow is attached as Appendix "I".

5.0 Enhanced Monitor's Powers

1. The proposed Initial Order provides the monitor with powers greater than those typically provided to a monitor in CCAA proceedings, including control of cash and authority over the Claims Process.
2. The enhanced powers are the same as those provided to KSV in its capacity as Monitor in the Initial Urbancorp CCAA Entities' proceedings. The enhanced powers will allow the monitor to efficiently and expediently complete the restructuring process.
3. Management of the Bay LP CCAA Entities has consented to the proposed relief.

6.0 Claims Process²

1. **The following section provides an overview of the Claims Process. All interested parties are strongly encouraged to read the proposed Claims Procedure Order as full details of the Claims Process are provided therein. The information contained in this section is provided in summary format only. A copy of the proposed Claims Procedure Order is provided in Appendix “J”.**
2. In order to be able to make distributions to creditors on a timely basis, the Proposed Monitor intends to commence the Claims Process forthwith. The Claims Process is in respect of all claims against the Bay LP CCAA Entities and their respective Directors and Officers. The Claims Process is substantively the same as the claims process used by the monitor in the Initial Urbancorp CCAA Entities’ proceedings.
3. The Claims Process will address Pre-Filing Claims, Restructuring Period Claims and D&O Claims, each as defined in the Claims Procedure Order. The Claims Process will solicit claims existing as of the NOI filing date for the Companies and as of the date of the Initial Order for the Affiliates, Deaja and Bay LP.
4. The Claims Process will not solicit claims secured by any of the Court-ordered charges in the CCAA proceedings or set out in Sections 5.1(2) and 19(2) of the CCAA.

6.1 Home Buyer Claims

1. Pursuant to the Approval Orders, title to the Properties have been/will be conveyed to the purchasers free and clear of all obligations, including the agreements of purchase and sale entered into between the Companies and home buyers. Therefore, each home buyer will have a Restructuring Period Claim arising from the Companies’ failure to perform such agreements.
2. In order to simplify the administration of the Claims Process, Home Buyers will not be required to file proofs of claim with respect to such claims. Rather, the monitor will prepare Home Buyer Claim Notices based on the amount of their deposit and will provide these to each Home Buyer. Home Buyers can accept the claim as determined by the monitor or dispute the amount of the claim, by completing a Home Buyer Objection Notice and sending it to the monitor before the Restructuring Period Claims Bar Date, unless otherwise ordered by the Court.
3. If the monitor does not receive a Home Buyer Objection Notice before the Restructuring Period Claims Bar Date, then the Home Buyer’s Restructuring Period Claim will be deemed to have been accepted as set out in the Home Buyer Claim Notice.

² Capitalized terms used but not defined in this section have the meaning ascribed to them in the Claims Procedure Order.

6.2 Claims Bar Date

1. Other than for claims set out in any Home Buyer Claim Notice, all creditors making Pre-Filing Claims or D&O Claims will be required to file claims with the monitor by November 23, 2016 by 5:00 p.m. (Toronto Time) (the "Claims Bar Date").
2. Other than for claims set out in any Home Buyer Claim Notice, all creditors making Restructuring Period Claims will be required to file claims by the later of:
 - a) the Claims Bar Date; and
 - b) 30 days after the date on which the monitor sends a Claim Package with respect to a Restructuring Period Claim (the "Restructuring Period Claims Bar Date").
3. Any Claimant that does not file a claim by the Claims Bar Date or Restructuring Claims Bar Date, as applicable, will, *inter alia*: (i) be prohibited from enforcing any such claim; (ii) not be permitted to vote at any Meeting; and (iii) not participate in any distributions under a Plan or otherwise.
4. The Proposed Monitor believes the Claims Bar Date and the Restructuring Claims Bar Date are reasonable in that they provide sufficient time for Claimants to evaluate and submit any claim that they may have against the Bay LP CCAA Entities and Directors and Officers.

6.3 Notice

1. In order to notify creditors about the Claims Process, the monitor will:
 - a) by no later than 5:00 p.m. on October 25, 2016, send a Claims Package to: (i) all known Claimants (including Home Buyers) at their last known address as evidenced by the books and records of the Bay LP CCAA Entities; and (ii) each party on the service list or that has requested a Claims Package;
 - b) by no later than October 25, 2016, cause the Notice to Claimants to be published on at least two (2) business days in the national edition of *The Globe and Mail*;
 - c) by no later than 5:00 p.m. on October 20, 2016, post the Claims Package and Notice to Claimants on the monitor's website at: <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>; and
 - d) provide a Claims Package to any Claimant that requests documents or information relating to the Claims Process prior to the Claims Bar Date or if any of the Bay LP CCAA Entities or the monitor becomes aware of further Claims, the monitor will provide such Claimant a Claims Package.

6.4 Adjudication of Claims

1. The monitor will review all Proofs of Claim received on or before the Claims Bar Date and Restructuring Period Claims Bar Date, and will accept, revise or reject each claim.
2. With respect to D&O Proofs of Claim, the monitor will, in consultation with the Bay LP CCAA Entities and the Directors and Officers named in respect of such D&O Claim, accept, revise or reject such claim. If a decision is made to revise or reject a Claim, the monitor will send a Notice of Revision or Disallowance to the Claimant by December 14, 2016.
3. Any Claimant who intends to dispute a Notice of Revision or Disallowance must, within 21 days after the date on which the Claimant is deemed to have received such Notice of Revision or Disallowance or such other date as may be agreed to by the monitor in writing, deliver a Notice of Dispute of Revision or Disallowance to the monitor.
4. In the event a dispute raised in a Notice of Dispute of Revision or Disallowance is not settled within a time period or in a manner satisfactory to the monitor, the monitor shall refer the dispute raised in the Notice of Dispute of Revision or Disallowance to a Claims Officer or the Court for adjudication, at the monitor's election. The Claims Officer has not yet been identified and will be subject to Court approval.
5. Any Claimant that is sent a Notice of Revision or Disallowance and does not file a Notice of Dispute of Revision or Disallowance within the prescribed time period, will be deemed to have accepted the amount and determination as set out in the Notice of Revision or Disallowance and such Claimant will have no further right to dispute same.
6. If the monitor elects to refer a disputed Claim to a Claims Officer, the Claims Officer will determine the validity and amount of the disputed Claim. The Claims Officer shall have the discretion to determine by whom and to what extent the costs of any hearing before a Claims Officer shall be paid.

6.5 Determination of Intercompany Claims

1. In order to address the transactions between the Initial Urbancorp CCAA Entities and the Bay LP CCAA Entities, the monitor intends to serve and file the Monitor's Inter-CCAA Entity Claims Report. To the extent determinable, this report will include:
 - a) the amount of the claim;
 - b) whether cash or services were provided by the creditor entity to the debtor entity; and
 - c) a description of the transaction.
2. Since all of the assets and liabilities of the Companies and the Affiliates can effectively be consolidated within Bay LP, the Monitor's Inter-CCAA Entity Claims Report will only deal with amounts owing by each of the Initial Urbancorp CCAA Entities and the Bay LP CCAA Entities as any claims between such entities will need to be satisfied.

3. Any entity in the Urbancorp Group which is not a Bay LP CCAA Entity or an Initial Urbancorp CCAA Entity is to be subject to the same process for filing and determining its Claim as any other non-Home Buyer arm's length creditor.
4. The Monitor's Inter-CCAA Entity Claims Report shall be completed by December 6, 2016, unless otherwise ordered by this Court on application by the monitor.
5. After the service of the Inter-CCAA Entity Claims Report, any Claimant may file objections relating to the report. Such objections shall be served no later than December 22, 2016 and will be returnable at the same time as the monitor's motion seeking approval of the Monitor's Inter-CCAA Entity Claims Report.

7.0 Charges

1. On March 24, 2016, the Court granted an administration charge in the amount of \$250,000 on each of the Properties (\$500,000 total) in order to secure the fees and expenses of the Proposal Trustee, its counsel and the Companies' counsel (collectively, the "Professionals"). The administration charge ranks behind the existing mortgages on the Properties.
2. On June 30, 2016, the Court granted an additional administration charge (the "Sale Process Administration Charge") in the amount of \$42,500 on each of the Properties (\$85,000 total) in order to secure a portion of the fees and expenses of the Professionals. The Sale Process Administration Charge ranks in priority to the existing mortgages on the Properties.
3. The Initial Order proposes to terminate and discharge the charges created in the NOI Proceedings and to create the Administration Charge (as defined and as detailed below).

7.1 Administration Charge

1. The Bay LP CCAA Entities are seeking an Administration Charge in the amount of \$250,000. The Administration Charge is to have priority over all claims against the Bay LP CCAA Entities. The beneficiaries of the Administration Charge are the Professionals.
2. An administration charge is a customary provision in an Initial Order in a CCAA proceeding; it is required by the professionals engaged to assist a debtor company during its restructuring process. The Administration Charge will allow the Bay LP CCAA Entities to grant security to the Professionals for their fees and services.
3. The Proposal Trustee is of the view that the Administration Charge is reasonable.

8.0 Creditor Notification

1. The proposed Initial Order requires the monitor to:
 - a) publish a notice in the national edition of *The Globe and Mail* containing the information prescribed under the CCAA without delay; and
 - b) within five days of the issuance of the Initial Order to:
 - i. make the order publicly available in the manner prescribed under the CCAA;
 - ii. send, in the prescribed manner, a notice to every known creditor who has a claim against the Bay LP CCAA Entities of more than \$1,000 advising them that the order is publicly available; and
 - iii. prepare a list, showing the names and addresses of those creditors, and the estimated amounts of those claims, and make it publicly available in the prescribed manner.
2. If appointed, the monitor will also post the Initial Order on its website at:

<http://www.ksvadvisory.com/insolvency-cases-2/urbancorp/>

9.0 Conclusion and Recommendation

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

* * *

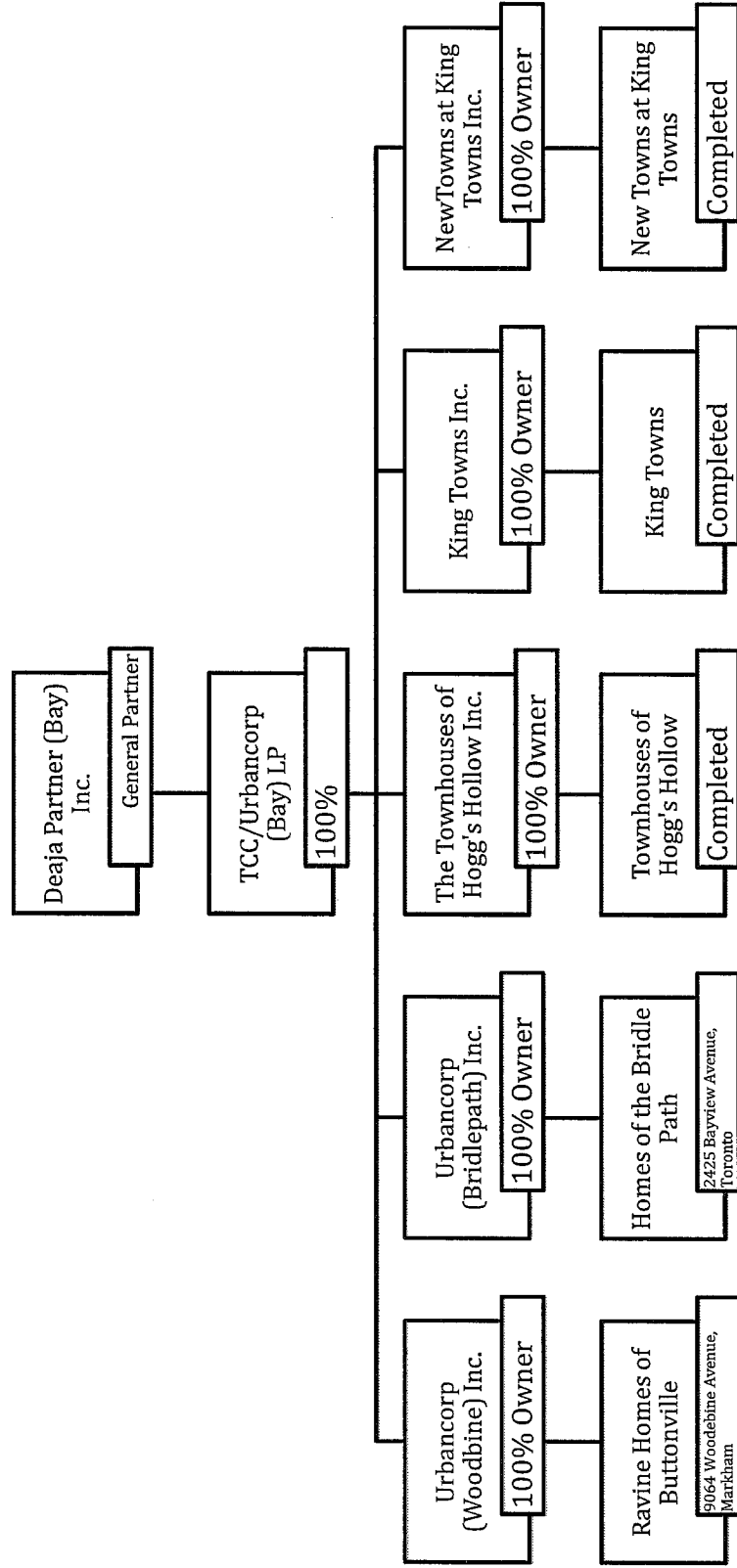
All of which is respectfully submitted,



**KSV KOFMAN INC.
IN ITS CAPACITY AS TRUSTEE UNDER THE
NOTICES OF INTENTION TO MAKE A PROPOSAL OF
URBANCORP (WOODBINE) INC. AND URBANCORP (BRIDLEPATH) INC.
AND NOT IN ITS PERSONAL CAPACITY**

Appendix “A”

TCC/URBANCORP (BAY)



Appendix “B”

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

**IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF URBANCORP (WOODBINE) INC.,
URBANCORP (BRIDLEPATH) INC., THE TOWNHOUSES OF
HOGG'S HOLLOW INC., KING TOWNS INC., NEWTOWNS AT
KING TOWNS INC. AND DEAJA PARTNER (BAY) INC. (THE
"APPLICANTS")**

**AND IN THE MATTER OF TCC/URBANCORP (BAY) LIMITED
PARTNERSHIP**

CONSENT TO ACT AS MONITOR

KSV KOFMAN INC. hereby consents to act as *Companies' Creditors Arrangement Act*
Monitor in respect of the Applicants and TCC/Urbancorp (Bay) Limited Partnership.

DATED: October 11, 2016

KSV KOFMAN INC.

Per: Robert Kofman, President

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF URBANCORP (WOODBINE) INC., URBANCORP
(BRIDLEPATH) INC., THE TOWNHOUSES OF HOGG'S HOLLOW INC., KING TOWNS INC., NEWTOWNS AT KINGTOWNS INC. and
DEAJA PARTNER (BAY) INC. (the "Applicants")
AND IN THE MATTER OF TCC/URBANCORP (BAY) LIMITED PARTNERSHIP

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

CONSENT TO ACT AS MONITOR

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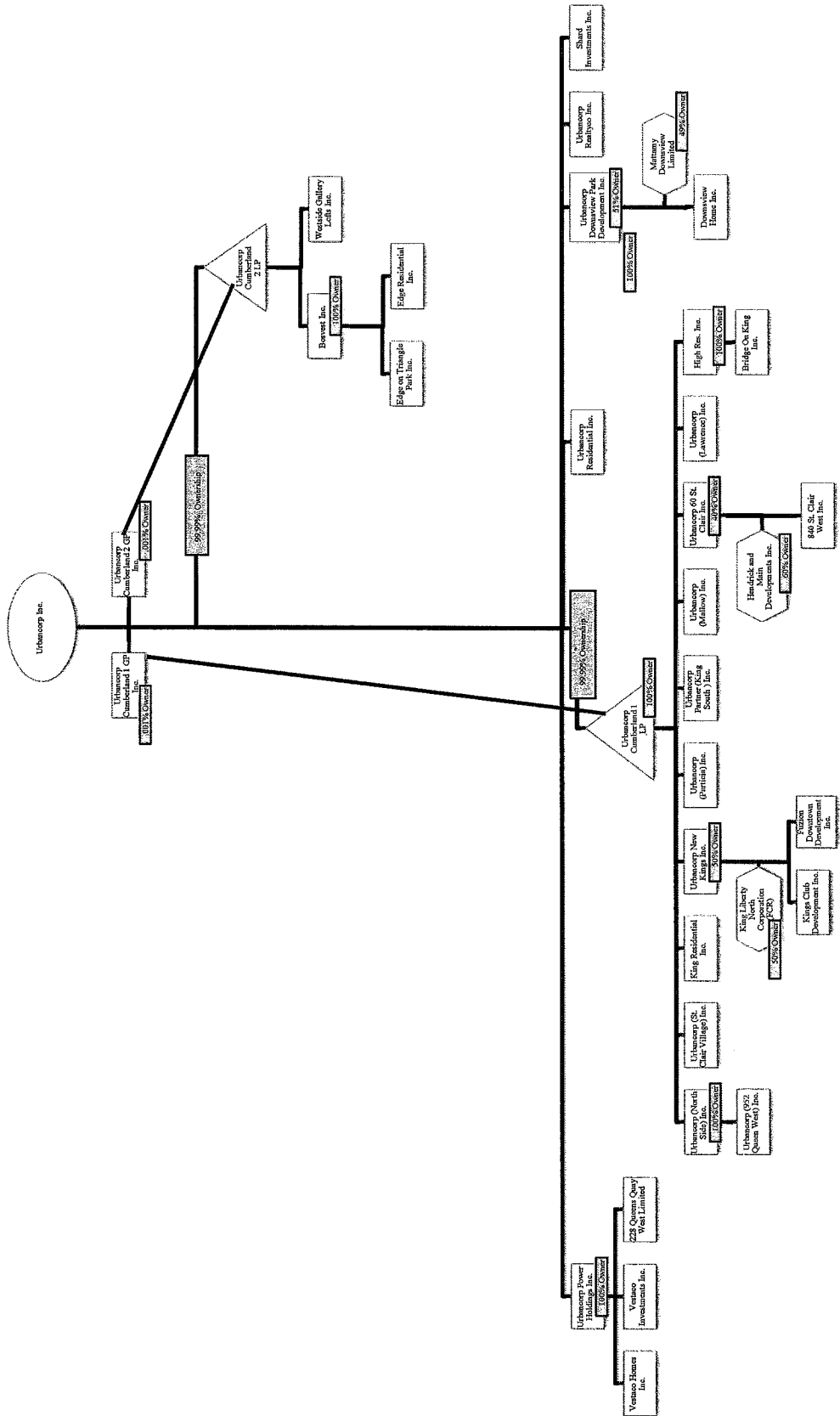
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Lawyers for the Applicants

Appendix “C”



Appendix “D”

Urbancorp Toronto Management Inc.
Urbancorp (St. Clair Village) Inc.
Urbancorp (Mallow) Inc.
Urbancorp (Patricia) Inc.
Urbancorp (Lawrence) Inc.
Urbancorp Downsview Park Development Inc.
Urbancorp (952 Queen West) Inc.
King Residential Inc.
Urbancorp 60 St. Clair Inc.
High Res. Inc.
Bridge on King Inc.
Urbancorp Power Holdings Inc.
Vestaco Homes Inc.
Vestaco Investments Inc.
228 Queen's Quay West Limited
Urbancorp Cumberland 1 LP
Urbancorp Cumberland 1 GP Inc.
Urbancorp Partner (King South) Inc.
Urbancorp (North Side) Inc.
Urbancorp Residential Inc.
Urbancorp Realtyco Inc.

Appendix “E”



**Eighth Report to Court of KSV Kofman
Inc. as Proposal
Trustee of Urbancorp (Woodbine) Inc.
and Urbancorp (Bridlepath) Inc.**

October 6, 2016

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1.1 Purposes of this Report.....	2
2.0 Security Opinion	2
3.0 Economic Interests in Outcome	3

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Schedules	Tab
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Appendices	Tab
Davies Security Opinion.....	A
Correspondence with counsel to Terra Firma Capital Corporation	B



ESTATE NO.: 31-2114850
COURT FILE NO.: 31-2114850

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
IN BANKRUPTCY AND INSOLVENCY

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF
URBANCORP (WOODBINE) INC. AND
URBANCORP (BRIDLEPATH) INC.

EIGHTH REPORT OF KSV KOFMAN INC. AS PROPOSAL TRUSTEE

OCTOBER 6, 2016

1.0 Introduction

1. On April 21, 2016, Urbancorp (St. Clair Village) Inc. ("St. Clair"), Urbancorp (Patricia) Inc. ("Patricia"), Urbancorp (Mallow) Inc. ("Mallow"), Urbancorp Downsview Park Development Inc. ("Downsview"), Urbancorp (Lawrence) Inc. ("Lawrence") and Urbancorp Toronto Management Inc. ("UTMI") each filed a Notice of Intention to Make a Proposal ("NOI") pursuant to Section 50.4(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (collectively, St. Clair, Patricia, Mallow, Downsview, Lawrence are referred to as the "Companies"). KSV Kofman Inc. ("KSV") was appointed as the Proposal Trustee of each of the Companies.
2. Pursuant to an Order made by the Ontario Superior Court of Justice (Commercial List) (the "Court") dated May 18, 2016 (the "Initial Order"), the Applicants (which include the Companies) together with the entities listed on Schedule "A" attached (collectively, the "Urbancorp CCAA Entities") were granted protection under the *Companies' Creditors Arrangement Act* (the "CCAA") and KSV was appointed the monitor in those proceedings (the "Monitor").
3. On April 25, 2016, Urbancorp (Bridlepath) Inc. ("Bridlepath") and Urbancorp (Woodbine) Inc. ("Woodbine" and together with Bridlepath, the "NOI Entities") each filed NOIs. KSV is the Proposal Trustee of the NOI Entities.
4. On April 25, 2016, the District Court in Tel Aviv-Yafo (the "Israeli Court") issued a decision (the "April 25th Decision") appointing Guy Gissin as the functionary officer and foreign representative (the "Foreign Representative") of Urbancorp Inc. ("UC Inc.") and granted him certain powers, authorities and responsibilities over UC Inc., the ultimate parent of a number of the Urbancorp CCAA Entities.

5. On May 18, 2016, the Court also issued two orders under Part IV of the CCAA which: (a) recognized the Israeli Proceedings as a “foreign main proceeding”; (b) recognized Mr. Gissin as Foreign Representative of UC Inc.; and (c) appointed KSV as the Information Officer.
6. On June 30, 2016, the Court issued orders approving sale processes to be carried out for the real property owned by St. Clair, Patricia, Lawrence, Mallow, Woodbine and Bridlepath (collectively, the “Properties” and each a “Property”). On September 15, 2016, the Court made orders, *inter alia*, approving the sale of the Properties (the “Transactions”).
7. The sale of the Woodbine Property closed on September 30, 2016 and the sale of the Bridlepath Property is scheduled to close on October 14, 2016.
8. On September 30, 2016, this Court issued an order authorizing and empowering the Proposal Trustee on behalf of the NOI Entities to repay forthwith after closing, or as part of closing, the first mortgage obligations of the NOI Entities.
9. In its Seventh Report to Court dated September 29, 2016, and in certain of its previous reports to this Court, the Proposal Trustee has noted that a second mortgage owing to Terra Firma Capital Corporation (“TFCC”) on both the Woodbine and Bridlepath Properties remained subject to further review by the Proposal Trustee.

1.1 Purposes of this Report

1. The purpose of this report (“Report”) is to provide the details of the Proposal Trustee’s review of the second mortgage granted to TFCC on both the Woodbine and Bridlepath Properties (the “TFCC Second Mortgage”).

2.0 Security Opinion

1. Davies Ward Phillips & Vineberg LLP (“Davies”), KSV’s legal counsel in these proceedings, provided KSV with an opinion on the validity and enforceability of the TFCC Second Mortgage. A copy of this opinion is attached as Appendix “A” hereto.
2. In summary, the opinion provides that, subject to the assumptions and qualifications contained therein:
 - a) Subject to (c) below, the Charge/Mortgage made by Woodbine, the registered owner of the Woodbine Property, in favour of TFCC registered on December 31, 2015 as Instrument No. YR2411107 constituted a valid registered mortgage over the Woodbine Property in favour of TFCC; and
 - b) Subject to (c) below, the Charge/Mortgage made by Bridlepath, the registered owner of the Bridlepath Property, in favour of TFCC registered on December 31, 2015 as Instrument No. AT4107508 constituted a valid registered mortgage over the Bridlepath Property in favour of TFCC; however,

- c) the above Charges/Mortgages could be held to be void (i.e., not enforceable as against the Proposal Trustee or other creditors) as transfers at undervalue under the *Bankruptcy and Insolvency Act* (the "BIA"), fraudulent conveyances under the *Fraudulent Conveyances Act* (Ontario) (the "FCA") or fraudulent preferences under the *Assignment and Preferences Act* (Ontario) (the "APA").
3. In preparing its opinion, Davies made enquiries of counsel to TFCC and responses were provided. A copy of these communications is provided in Appendix "B" attached hereto:
- a) letter dated July 14, 2016 from Robin Schwill of Davies to Dominique Michaud of Robins Appleby LLP, counsel to TFCC;
 - b) e-mails dated July 21, 2016 from Leor Margulies of Robins Appleby LLP to Robin Schwill;
 - c) reply e-mail dated July 25, 2016 from Robin Schwill to Leor Margulies;
 - d) letter dated August 5, 2016 from Jay Swartz of Davies to Leor Margulies; and
 - e) letter dated August 10, 2016 from Leor Margulies to Robin Schwill.

3.0 Economic Interests in Outcome

1. TFCC has informed the Proposal Trustee that it wishes to have the issues regarding the enforceability of the TFCC Second Mortgage resolved as soon as possible and that it is not prepared to wait until the completion of a claims process for Woodbine and Bridlepath. TFCC is also not prepared to wait until it is certain that it cannot be fully repaid from its direct borrower, which appears to be Urbancorp Holdco Inc. In this regard, TFCC requested that the Proposal Trustee provide this Report so that it would have a context for bringing a motion to compel a payout on the TFCC Second Mortgage.
2. It is anticipated that the proceeds of realization from the sale of the Woodbine and Bridlepath Properties will be sufficient to pay out all of the creditors (secured and unsecured) of Woodbine and Bridlepath, respectively, including the TFCC Second Mortgage, subject to completing the claims process for these companies.
3. Accordingly, if the TFCC Second Mortgage together with the underlying guarantees are held to be void, the direct benefactors will be the limited and general partners of TCC Urbancorp/(Bay) Limited Partnership ("Bay LP") as the beneficial owner of the Woodbine and Bridlepath Properties and sole shareholder of Woodbine and Bridlepath. To date, the Proposal Trustee has not determined the limited and general partners with certainty. However, to the extent that distributions from Bay LP would be payable to Alan Saskin or to entities in which he has an interest, then Alan Saskin and his proposal trustee would have an interest in this matter as would the Foreign Representative to the extent that it or Urbancorp Inc. have claims against Mr. Saskin or Bay LP.

* * *

All of which is respectfully submitted,

KSV Kofman Inc

**KSV KOFMAN INC. IN ITS CAPACITIES
AS PROPOSAL TRUSTEE
AND NOT IN ITS PERSONAL CAPACITY**

Appendix “F”

0049 King Towns Inc.
 Period Ending 09/30/2016
 Total Company Budget Code:
 Balance Sheet - Detailed
 This Copy to: KSV

10/06/2016 Page: 1
 11:03AM User: christin

Description	Year to Date

LIABILITIES	
LIABILITIES	
Accounts Payable	
Account Payable - Control	156

TOTAL Accounts Payable	156
Accrued Liabilities	
Accrued Liabilities	334,802

TOTAL Accrued Liabilities	334,802
GST/HST Payable/(Receivable)	
GST - Input Tax Credit	(2,804,902)
GST Payable	2,445,949
GST Remittance	354,995
HST - ITC	(356)
OHST - ITC	(569)
HST Remittance	4,883

TOTAL GST/HST Payable/(Receivable)	0
Intercompany Account	
I/C - Urbancorp Toronto Mgt 2	(99,500)
I/C - Urbancorp Management Inc	(140,480)
I/C - Urbancorp Renewable Power Inc.	(220)

TOTAL Intercompany Account	(240,200)

TOTAL LIABILITIES	94,758
EQUITY	
Current Earnings	
Retained Earnings	(466,678)

TOTAL Current Earnings	(466,678)
Capital Account	
Capital Account	371,920

TOTAL Capital Account	371,920

TOTAL EQUITY	(94,758)

Continued on next page...

0049 King Towns Inc.
Period Ending 09/30/2016
Total Company Budget Code:
Balance Sheet - Detailed
This Copy to: KSV

10/06/2016 Page: 2
11:04AM User: christin

Description	Year to Date
-----	-----
TOTAL LIABILITIES & EQUITY	0

Description	Year to Date

ASSETS	
Cash	
Bank Account - General	3,822

TOTAL Cash	3,822
Loan Receivable	
Loan Receivable	79,735

TOTAL Loan Receivable	79,735

TOTAL ASSETS	83,557

LIABILITIES	
LIABILITIES	
Accounts Payable	
Account Payable - Control	8,101

TOTAL Accounts Payable	8,101
GST/HST Payable/(Receivable)	
GST - Input Tax Credit	(3,111,014)
GST Payable	3,943,696
GST Remittance	(834,271)
HST - ITC	(15,833)
OHST - ITC	(17,670)

TOTAL GST/HST Payable/(Receivable)	(35,091)
Intercompany Account	
I/C - Urbancorp Toronto Mgt 2	(118,091)
I/C - Newtowns	(842)
I/C - Landmark (Queen West) Inc.	530
I/C-Newtowns 2B	(1,594)
I/C - Urbancorp The Bridge Inc.	(12,982)
I/C - Urbancorp (Lawrence) Inc.	(30,297)
I/C - King Residential Inc.	(1,381)
I/C-King West Village South Limited	(728)
I/C - Vestaco Homes Inc.	(718)

TOTAL Intercompany Account	(166,103)

TOTAL LIABILITIES	(193,093)

Continued on next page...

0051 The Townhouses of Hogg's Hollow Inc.
Period Ending 09/30/2016
Total Company Budget Code:
Balance Sheet - Detailed

10/06/2016 Page: 2
11:07AM User: christin

Description	Year to Date

EQUITY	
Current Earnings	
Retained Earnings	(12,952,880)

TOTAL Current Earnings	(12,952,880)
Capital Account	
Capital Account	13,229,530

TOTAL Capital Account	13,229,530

TOTAL EQUITY	276,650

TOTAL LIABILITIES & EQUITY	83,557

End of Financial Statement

Description	Year to Date

ASSETS	
Cash	
Bank Account - General	(5,530)

TOTAL Cash	(5,530)
Funds held in trust	
Funds held in trust - Harris Sheaffer	2,531

TOTAL Funds held in trust	2,531
Short-term Investments	
Short-term Investments	172,837

TOTAL Short-term Investments	172,837

TOTAL ASSETS	169,839

LIABILITIES	
LIABILITIES	
Accrued Liabilities	
Accrued Liabilities	167,233

TOTAL Accrued Liabilities	167,233
GST/HST Payable/(Receivable)	
GST - Input Tax Credit	(2,238,791)
GST Payable	2,289,756
GST Remittance	(65,323)
HST - ITC	(593)
OHST - ITC	(662)
HST Payable	173
OHST Payable	5
HST Remittance	3,585

TOTAL GST/HST Payable/(Receivable)	(11,850)
Intercompany Account	
I/C - Urbancorp Toronto Mgt 2	11,900
I/C-Landmark (York Mills) Inc.	842
I/C-Newtowns 2B	(159,335)
I/C - Urbancorp (Leslieville) Devt's	(77,480)
I/C-Urbancorp (Downtown) Devt Inc .	(9,574)

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0053 Newtowns at Kingtowns Inc.
Period Ending 09/30/2016
Total Company Budget Code:
Balance Sheet - Detailed

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Description	Year to Date
I/C - Epic on Triangle Park Inc.	(342)
I/C - 55 Howie Urbancorp (Riverdale	(59,654)
I/C - Urbancorp (952 Queen West) Inc	1,000
TOTAL Intercompany Account	(292,643)
TOTAL LIABILITIES	(137,259)
EQUITY	
Current Earnings	
Retained Earnings	2,670,354
TOTAL Current Earnings	2,670,354
Capital Account	
Capital Account	(2,363,256)
TOTAL Capital Account	(2,363,256)
TOTAL EQUITY	307,098
TOTAL LIABILITIES & EQUITY	169,839

End of Financial Statement

0053B Newtowns at Kingtowns Inc - 2B
 Period Ending 09/30/2016
 Total Company Budget Code:
 Balance Sheet - Detailed
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Description	Year to Date

ASSETS	
Cash	
Bank Account - General	306

TOTAL Cash	306
Funds held in trust	
Funds held in trust - Harris Sheaffer	28,544

TOTAL Funds held in trust	28,544

TOTAL ASSETS	28,850

LIABILITIES	
LIABILITIES	
Accounts Payable	
Account Payable - Control	3,973

TOTAL Accounts Payable	3,973
Accrued Liabilities	
Accrued Liabilities	42,320

TOTAL Accrued Liabilities	42,320
GST/HST Payable/(Receivable)	
GST - Input Tax Credit	(1,923,419)
GST Payable	2,086,767
GST Remittance	(167,062)
HST - ITC	(8,820)
OHST - ITC	(13,114)
HST Remittance	23,753

TOTAL GST/HST Payable/(Receivable)	(1,894)
Intercompany Account	
I/C - Urbancorp Toronto Mgt 2	87,500
I/C-Landmark (York Mills) Inc.	1,594
I/C - Newtowns	159,335

TOTAL Intercompany Account	248,428

TOTAL LIABILITIES	292,827

Continued on next page...

0053B Newtowns at Kingtowns Inc - 2B
Period Ending 09/30/2016
Total Company Budget Code:
Balance Sheet - Detailed
This Copy to: KSV

10/06/2016 Page: 2
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Description	Year to Date

EQUITY	
Current Earnings	
Retained Earnings	960,435

TOTAL Current Earnings	960,435
Capital Account	
Capital Account	(1,224,412)

TOTAL Capital Account	(1,224,412)

TOTAL EQUITY	(263,978)

TOTAL LIABILITIES & EQUITY	28,850

End of Financial Statement

Appendix “G”

Description	Year to Date

ASSETS	
Cash	
Bank Account - General	98,246

TOTAL Cash	98,246
Investment in Joint Ventures	
Investment in Hoggs Hollow Inc.-Proje	273,322
Investment in 944 & 952 Queen Street	31,424
Investment in Woodbine	(131,418)
Investment in Bridlepath	(851,027)
Investment in King Towns	(237,669)
Investment in Newtowns	135,612
Investment in Mallow	0
Investment in Urbancorp Inc.	12,142,912

TOTAL Investment in Joint Ventures	11,363,156
Accounts Receivable	
Accounts Receivable	109

TOTAL Accounts Receivable	109

TOTAL ASSETS	11,461,511

LIABILITIES	
LIABILITIES	
Accounts Payable	
Accounts Payable	59
Account Payable - Control	17,030

TOTAL Accounts Payable	17,089
Loan Payable	
Loan Payable - A. Saskin	516,781
Loan Payable - First Capital Realty	2,651,204

TOTAL Loan Payable	3,167,985
GST/HST Payable/(Receivable)	
HST - ITC	(97,455)
OHST - ITC	(155,928)
HST Remittance	253,383

Continued on next page...

Description	Year to Date
<hr/>	
TOTAL GST/HST Payable/(Receivable)	0
Intercompany Account	
I/C - Urbancorp Toronto Mgt 2	(727,655)
I/C - TCC/Urbancorp (Stadium Road) L	8,339
I/C - Urbancorp 60 St. Clair Ave.	1,356
I/C - TCC/Urbancorp (Bay/Stadium) LP	(3,382,516)
I/C - Westside Curve	(1,363)
I/C - Downsview	4,196,324
I/C - 55 Howie Urbancorp (Riverdale)	(110,000)
I/C - Downsview Park Homes Inc.	(10,000)
I/C-Urbancorp Partner (King South) I	307
I/C - Urbancorp (952 Queen West) Inc	141,694
I/C - Urbancorp (Mallow) Inc.	75,712
I/C - Urbancorp (St. Clair Village)	95,217
I/C - Urbancorp (Lawrence) Inc.	123,136
I/C - King Residential Inc.	(407)
I/C - Urbancorp (Woodbine) Inc.	16,682
I/C - Urbancorp (Bridlepath) Inc.	20,763
I/C - Urbancorp (Patricia) Inc.	49,573
I/C - Urbancorp Inc.	133,650
<hr/>	
TOTAL Intercompany Account	630,813
<hr/>	
TOTAL LIABILITIES	3,815,886
EQUITY	
Current Earnings	
Retained Earnings	(11,191,377)
<hr/>	
TOTAL Current Earnings	(11,191,377)
Capital Account	
Capital A/C-Alan Saskin	17,161,737
Capital A/C-Vestaco Investments Inc.	1,673,453
Capital A/C-Vestaco Investments Inc.	1,813
<hr/>	
TOTAL Capital Account	18,837,002
<hr/>	
TOTAL EQUITY	7,645,625
<hr/>	
TOTAL LIABILITIES & EQUITY	11,461,511
<hr/>	

Appendix “H”

Urbancorp Filing Entities Listed on Schedule "A"
Notes to Projected Statement of Cash Flow
For the Period Ending November 17, 2016
(Unaudited; \$C)

Purpose and General Assumptions

1. The purpose of the projection is to present a forecast of the entities listed on Schedule "A" ("Bay LP CCAA Entities") for the period October 13, 2016 to November 20, 2016 in respect of its proceedings under the *Companies' Creditors Arrangement Act*.

The projected cash flow statement has been prepared based on hypothetical and most probable assumptions developed and prepared by the Bay LP CCAA Entities.

Hypothetical Assumption

2. The professional fees are in respect of the Monitor, its legal counsel and legal counsel to the Bay LP CCAA Entities. The amounts reflected are estimates only.

Most Probable Assumption

3. Disbursements will be funded from the sale proceeds of properties held by the Urbancorp (Bridlepath) Inc. and Urbancorp (Woodbine) Inc.

Urbancorp Filing Entities Listed on Schedule "A"
Notes to Projected Statement of Cash Flow
For the Period Ending November 17, 2016
(Unaudited; \$C)

Purpose and General Assumptions

1. The purpose of the projection is to present a forecast of the entities listed on Schedule "A" ("Bay LP CCAA Entities") for the period October 13, 2016 to November 20, 2016 in respect of its proceedings under the *Companies' Creditors Arrangement Act*.

The projected cash flow statement has been prepared based on hypothetical and most probable assumptions developed and prepared by the Bay LP CCAA Entities.

Hypothetical Assumption

2. The professional fees are in respect of the Monitor, its legal counsel and legal counsel to the Bay LP CCAA Entities. The amounts reflected are estimates only.

Most Probable Assumption

3. Disbursements will be funded from the sale proceeds of properties held by the Urbancorp (Bridlepath) Inc. and Urbancorp (Woodbine) Inc.

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

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c.C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
URBANCORP (WOODBINE) INC., URBANCORP (BRIDLEPATH) INC., THE TOWNHOUSES
OF HOGG'S HOLLOW INC., KING TOWNS INC., NEWTOWNS AT KINGTOWNS INC. AND
DEAJA PARTNER (BAY) INC. (COLLECTIVELY, THE "APPLICANTS")
AND IN THE MATTER OF TCC/URBANCORP (BAY) LIMITED PARTNERSHIP**

**MANAGEMENT'S REPORT ON CASH FLOW STATEMENT
(paragraph 10(2)(b) of the CCAA)**


The management of Urbancorp (Woodbine) Inc., Urbancorp (Bridlepath) Inc., The Townhouses of Hogg's Hollow Inc., King Towns Inc., Newtowns at Kingtowns Inc., Deaja Partner (Bay) Inc. and TCC/Urbancorp (Bay) Limited Partnership (collectively, the "Bay LP CCAA Entities") have developed the assumptions and prepared the attached statement of projected cash flow as of the 11th day October, 2016 for the period October 13, 2016 to November 17, 2016 ("Cash Flow"). All such assumptions are disclosed in Notes 2 and 3.

The hypothetical assumptions are reasonable and consistent with the purpose of the Cash Flow as described in Note 1 to the Cash Flow, and the probable assumptions are suitably supported and consistent with the plans of the Company and provide a reasonable basis for the Cash Flow.

Since the Cash Flow is based on assumptions regarding future events, actual results will vary from the information presented and the variations may be material.

The Cash Flow has been prepared solely for the purpose outlined in Note 1 using a set of hypothetical and probable assumptions set out in Notes 2 and 3. Consequently, readers are cautioned that the Cash Flow may not be appropriate for other purposes.

Dated at Toronto, Ontario this 11th day of October, 2016.



Alan Saskin, Director

Bay LP CCAA Entities

Appendix “I”

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

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.
C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
URBANCORP (WOODBINE) INC., URBANCORP (BRIDLEPATH) INC., THE TOWNHOUSES
OF HOGG'S HOLLOW INC., KING TOWNS INC., NEWTOWNS AT KINGTOWNS INC. AND
DEAJA PARTNER (BAY) INC. (COLLECTIVELY, THE "APPLICANTS")
AND IN THE MATTER OF TCC/URBANCORP (BAY) LIMITED PARTNERSHIP**

MONITOR'S REPORT ON CASH FLOW STATEMENT

(paragraph 23(1)(b) of the CCAA)

The attached statement of projected cash-flow of Urbancorp (Woodbine) Inc., Urbancorp (Bridlepath) Inc., The Townhouses of Hogg's Hollow Inc., King Towns Inc., Newtowns at Kingtowns Inc., Deaja Partner (Bay) Inc. and TCC/Urbancorp (Bay) Limited Partnership (collectively, the "Bay LP CCAA Entities"), as of the 11th day October, 2016, consisting of a weekly projected cash flow statement for the period October 13, 2016 to November 17, 2016 ("Cash Flow") has been prepared by the management of the Bay LP CCAA Entities for the purpose described in Note 1, using the probable and hypothetical assumptions set out in Notes 2 to 3.

Our review consisted of inquiries, analytical procedures and discussions related to information supplied by the management and employees of the Bay LP CCAA Entities. Since hypothetical assumptions need not be supported, our procedures with respect to them were limited to evaluating whether they were consistent with the purpose of the Cash Flow. We have also reviewed the support provided by management for the probable assumptions and the preparation and presentation of the Cash Flow.

Based on our review, nothing has come to our attention that causes us to believe that, in all material respects:

- a) the hypothetical assumptions are not consistent with the purpose of the Cash Flow;
- b) as at the date of this report, the probable assumptions developed by management are not suitably supported and consistent with the plans of the Bay LP CCAA Entities or do not provide a reasonable basis for the Cash Flow, given the hypothetical assumptions; or
- c) the Cash Flow does not reflect the probable and hypothetical assumptions.

Since the Cash Flow is based on assumptions regarding future events, actual results will vary from the information presented even if the hypothetical assumptions occur, and the variations may be material. Accordingly, we express no assurance as to whether the Cash Flow will be achieved. We express no opinion or other form of assurance with respect to the accuracy of any financial information presented in this report, or relied upon in preparing this report.

The Cash Flow has been prepared solely for the purpose described in Note 1 and readers are cautioned that it may not be appropriate for other purposes.

Dated at Toronto this 11th day of October, 2016.

A handwritten signature in black ink that reads "KSV Kofman Inc." The signature is written in a cursive, flowing style.

**KSV KOFMAN INC.
IN ITS CAPACITY AS THE PROPOSED CCAA MONITOR OF
THE BAY LP CCAA ENTITIES
AND NOT IN ITS PERSONAL CAPACITY**

Appendix “J”

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.) TUESDAY, THE 18TH
)
JUSTICE NEWBOULD) DAY OF OCTOBER, 2016
)

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS
AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF URBANCORP (WOODBINE) INC.
AND URBANCORP (BRIDLEPATH) INC., THE
TOWNHOUSES OF HOGG'S HOLLOW INC., KING
TOWNS INC., NEWTOWNS AT KINGTOWNS INC. AND
DEAJA PARTNER (BAY) INC. (COLLECTIVELY, THE
"APPLICANTS")

AND IN THE MATTER OF TCC/URBANCORP (BAY)
LIMITED PARTNERSHIP

CLAIMS PROCEDURE ORDER

THIS APPLICATION, made by the Applicants and TCC/Urbancorp (Bay) Limited Partnership (collectively, the "**Bay CCAA Entities**", and each individually a "**Bay CCAA Entity**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. c-36, as amended (the "**CCAA**") for an order establishing a claims procedure for the identification and quantification of certain claims against (i) the Bay CCAA Entities and (ii) the current and former directors and officers of the Bay CCAA Entities, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report of KSV Kofman Inc. in its capacity as the proposal trustee of Urbancorp (Woodbine) Inc. and Urbancorp (Bridlepath) Inc. dated October ■,

2016 (the "**Report**"), and on hearing the submissions of respective counsel for KSV Kofman Inc. (as proposal trustee and proposed monitor), the Bay CCAA Entities and such other counsel as were present, no one else appearing although duly served as appears from the Affidavit of Service as filed:

SERVICE

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

DEFINITIONS AND INTERPRETATION

2. **THIS COURT ORDERS** that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Initial Order in these proceedings dated October 18, 2016, as amended, restated, supplemented and/or modified from time to time (the "**Initial Order**").

3. For the purposes of this Order the following terms shall have the following meanings:

- (a) "**Assessments**" means Claims of Her Majesty the Queen in Right of Canada or of any Province or Territory or Municipality or any other taxation authority in any Canadian or foreign jurisdiction, including, without limitation, amounts which may arise or have arisen under any notice of assessment, notice of objection, notice of reassessment, notice of appeal, audit, investigation, demand or similar request from any taxation authority;

- (b) **"Bay CCAA Proceedings"** means the CCAA proceedings commenced by the Bay CCAA Entities in the Court under Court File No. CV-16-11549-00CL;
- (c) **"Business Day"** means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (d) **"Claim"** means:
 - (i) any right or claim of any Person against any of the Bay CCAA Entities, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of any such Bay CCAA Entities in existence on the Filing Date, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessments and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise against any of the Bay CCAA Entities with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on

facts that existed prior to the Filing Date, including for greater certainty any claim against any of the Bay CCAA Entities for indemnification by any Director or Officer in respect of a D&O Claim (each, a "**Pre-Filing Claim**", and collectively, the "**Pre-Filing Claims**");

- (ii) any right or claim of any Person against any of the Bay CCAA Entities in connection with any indebtedness, liability or obligation of any kind whatsoever owed by any such Bay CCAA Entity to such Person arising out of the restructuring, disclaimer, resiliation, repudiation, rescinding, termination or breach by such Bay CCAA Entity on or after the Filing Date of any contract, lease or other agreement whether written or oral (each, a "**Restructuring Period Claim**", and collectively, the "**Restructuring Period Claims**"); and
- (iii) any right or claim of any Person against one or more of the Directors and/or Officers howsoever arising, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessments and any right or ability of any Person to advance a claim for contribution, indemnity or otherwise against any of the Directors and/or Officers with respect to any matter,

action, cause or chose in action, whether existing at present arising or commenced in the future, for which any Director or Officer is alleged to be, by statute or otherwise by law or equity, liable to pay in his or her capacity as a Director or Officer (each a "**D&O Claim**", and collectively, the "**D&O Claims**"),

provided however that in any case "**Claim**" shall not include an Excluded Claim, but for greater certainty, shall include any Claim arising through subrogation against any Bay CCAA Entity or Director or Officer;

- (e) "**Claimant**" means a Person asserting a Pre-Filing Claim or a Restructuring Period Claim (including in each case, for greater certainty, an Inter-CCAA Entity Claim) against the Bay CCAA Entities, or any of them, and a Person asserting a D&O Claim against any of the Directors or Officers of any of the Bay CCAA Entities;
- (f) "**Claims Bar Date**" means 5:00 p.m. on November 23, 2016;
- (g) "**Claims Officer**" means the individuals designated by the Court pursuant to paragraph 42 of this Order;
- (h) "**Claims Package**" means the document package which shall be disseminated by the Monitor to any potential Claimant in accordance with the terms of this Order and shall consist of a copy of this Order (without schedules) and such other materials as the Monitor, in consultation with the Bay CCAA Entities, may consider appropriate;

- (i) **"Claims Process"** means the procedures outlined in this Order in connection with the assertion of Claims against the Bay CCAA Entities and/or the Directors and Officers;
- (j) **"Court"** means the Ontario Superior Court of Justice (Commercial List);
- (k) **"Cumberland CCAA Entities"** means all of the CCAA Entities as defined in the initial order of this Court made in Court File No. CV-16-11389-00CL on May 18, 2016 and as listed on Schedule "A" hereto, and each individually is defined as a **"Cumberland CCAA Entity"**;
- (l) **"D&O Claim Instruction Letter"** means the letter containing instructions for completing the D&O Proof of Claim form, substantially in the form attached as Schedule "B" hereto;
- (m) **"D&O Proof of Claim"** means the proof of claim referred to herein to be filed by Claimants in connection with any D&O Claim, substantially in the form attached hereto as Schedule "C" hereto, which shall include all supporting documentation in respect of such D&O Claim;
- (n) **"Director"** means anyone who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or *de facto* director of any of the CCAA Entities, in such capacity;
- (o) **"Excluded Claim"** means any:
 - (i) Claim secured by the Administration Charge; and

- (ii) Claim enumerated in sections 5.1(2) and 19(2) of the CCAA;
- (p) "**Filing Date**" means April 25, 2016 with respect to Urbancorp (Woodbine) Inc. and Urbancorp (Bridlepath) Inc. and October 18, 2016 with respect to all of the other Bay CCAA Entities;
- (q) "**Home Buyer**" means any Person who is a party to a Home Buyer Agreement which has been terminated, disclaimed, resiliated, repudiated, rescinded or fundamentally breached in the context of these Bay CCAA Proceedings;
- (r) "**Home Buyer Agreement**" means any agreement of purchase and sale with a Bay CCAA Entity for a portion of the lands owned by the relevant Bay CCAA Entity on which was to be constructed a dwelling unit (such as a free-hold town home) as described and provided for in such agreement;
- (s) "**Home Buyer Claim Notice**" means the notice provided by the Monitor to Home Buyers setting out the Monitor's determination of the Home Buyer's Restructuring Period Claim arising as a result of the termination, disclaimer, resiliation, repudiation, rescinding or fundamental breach of the corresponding Home Buyer Agreement, which notice shall be substantially in the form attached as Schedule "D" hereto;
- (t) "**Home Buyer Objection Notice**" means the form substantially in the form attached as Schedule "E" hereto;

- (u) **"Inter-CCAA Entity Claim"** means any Claim of any Bay CCAA Entity against any other Bay CCAA Entity and any claim of any Cumberland CCAA Entity against any Bay CCAA Entity;
- (v) **"Meetings"** and each a **"Meeting"** means a meeting of the creditors of the Bay CCAA Entities called for the purpose of considering and voting in respect of a Plan;
- (w) **"Monitor's Inter-CCAA Entity Claims Report"** shall have the meaning set out in paragraph 39 herein;
- (x) **"Monitor's Website"** means <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>;
- (y) **"Notice to Claimants"** means the notice for publication by the Monitor as described in paragraph 15 herein, substantially in the form attached as Schedule "F" hereto;
- (z) **"Notice of Dispute of Revision or Disallowance"** means the form substantially in the form attached as Schedule "G" hereto;
- (aa) **"Notice of Revision or Disallowance"** means the form substantially in the form attached as Schedule "H" hereto;
- (bb) **"Officer"** means anyone who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer or *de facto* officer of any of the Bay CCAA Entities, in such capacity;

- (cc) "**Order**" means this Claims Procedure Order;
- (dd) "**Person**" means any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust (including a real estate investment trust), unincorporated organization, joint venture, government or any agency or instrumentality thereof or any other entity;
- (ee) "**Plan**" means any proposed plan of compromise or arrangement that may be filed in respect of any or all of the Bay CCAA Entities pursuant to the CCAA as the same may be amended, supplemented or restated from time to time in accordance the terms thereof;
- (ff) "**Proof of Claim**" means the proof of claim referred to herein to be filed by Claimants in respect of Pre-Filing Claims and Restructuring Period Claims (excluding, in each case, an Inter-CCAA Entity Claim), substantially in the form attached hereto as Schedule "I" hereto, which shall include all supporting documentation in respect of such Claim;
- (gg) "**Proof of Claim Instruction Letter**" means the letter containing instructions for completing the Proof of Claim form, substantially in the form attached as Schedule "J" hereto; and
- (hh) "**Restructuring Period Claims Bar Date**" means, in respect of a Restructuring Period Claim, the later of (i) thirty (30) days after the date on which the Monitor sends a Claims Package with respect to a Restructuring

Period Claim or, where applicable, a Home Buyer Claim Notice and (ii) the Claims Bar Date.

4. **THIS COURT ORDERS** that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein, and any reference to an event occurring on a day that is not a Business Day shall mean the next following day that is a Business Day.

5. **THIS COURT ORDERS** that all references to the word "including" shall mean "including without limitation", all references to the singular herein include the plural, the plural include the singular, and any gender includes all genders.

GENERAL PROVISIONS

6. **THIS COURT ORDERS** that any Claim denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon exchange rate in effect at the Filing Date.

7. **THIS COURT ORDERS** that notwithstanding any other provisions of this Order, the solicitation by the Monitor or the Bay CCAA Entities of Proofs of Claim and D&O Proofs of Claim, the delivery to any Home Buyer of a Home Buyer Claim Notice, and the filing by any Claimant of any Proof of Claim or D&O Proof of Claim shall not, for that reason only, grant any person any standing in the Bay CCAA Proceedings or rights under any Plan.

8. **THIS COURT ORDERS** that the Monitor is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms delivered hereunder are completed and executed and the time in which they are submitted, and may, where the Monitor is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order, including in respect of the completion, execution and time of delivery of such forms.

9. **THIS COURT ORDERS** that amounts claimed in Assessments issued after the Filing Date shall be subject to this Order and there shall be no presumption of validity or deeming of the amount due in respect of the Claim set out in any Assessment where such Assessment was issued after the Filing Date.

MONITOR'S ROLE

10. **THIS COURT ORDERS** that, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA, the Initial Order and any other orders of the Court in the Bay CCAA Proceedings, the Monitor is hereby directed and empowered to implement the Claims Process set out herein, including completing and delivering Home Buyer Claim Notices and preparing the Monitor's Inter-CCAA Entity Claims Report, and to take such other actions and fulfill such other roles as are authorized by this Order or incidental thereto.

11. **THIS COURT ORDERS** that the Monitor (i) shall have all of the protections given to it by the CCAA, the Initial Order, any other orders of the Court in the Bay CCAA Proceedings, and this Order, or as an officer of the Court, including the stay of proceedings in its favour; (ii) shall incur no liability or obligation as a result of the

carrying out of the provisions of this Order, other than in respect of its gross negligence or wilful misconduct; (iii) shall be entitled to rely on the books and records of the Bay CCAA Entities and any information provided by the Bay CCAA Entities, all without independent investigation, provided that any Inter-CCAA Entity Claim is subject to independent investigation by the Monitor as provided in paragraph 39 herein; (iv) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information, including in respect of the preparation and delivery of Home Buyer Claim Notices and the Monitor's Inter-CCAA Entity Claims Report; and (v) may seek such assistance as may be reasonably required to carry out its duties and obligations pursuant to this Order.

12. **THIS COURT ORDERS** that the Bay CCAA Entities and their current and former shareholders, Officers, Directors, employees, agents and representatives shall fully cooperate with the Monitor in the exercise of its powers and discharge of its duties and obligations under this Order.

NOTICE TO CLAIMANTS

13. **THIS COURT ORDERS** that as soon as practicable, but no later than 5:00 p.m. on October 25, 2016, the Monitor shall cause a Claims Package to be sent to:

- (a) Each party that appears on the Service List or has requested a Claims Package; and
- (b) All known Claimants (other than the Bay CCAA Entities and the Cumberland CCAA Entities), as evidenced by the books and records of

the Bay CCAA Entities at their respective last known addressees as recorded in the Bay CCAA Entities' books and records.

14. **THIS COURT ORDERS** that the Monitor shall cause the Notice to Claimants to be published for at least two (2) Business Days in The Globe and Mail (National Edition), by no later than 5:00 p.m. on October 25, 2016.

15. **THIS COURT ORDERS** that the Monitor shall cause the Notice to Claimants and the Claims Package to be posted to the Monitor's Website by no later than 5:00 p.m. on October 20, 2016.

16. **THIS COURT ORDERS** that to the extent any Claimant requests documents or information relating to the Claims Process prior to the Claims Bar Date or if the Bay CCAA Entities or the Monitor become aware of any further Claims, the Monitor shall forthwith send such Claimant a Claims Package, direct such Claimant to the documents posted on the Monitor's Website or otherwise respond to the request for documents or information as the Monitor may consider appropriate in the circumstances.

17. **THIS COURT ORDERS** that the Claims Process and the forms of Notice to Claimants, Home Buyer Claim Notice, Home Buyer Objection Notice, Proof of Claim Instruction Letter, D&O Claim Instruction Letter, Proof of Claim, D&O Proof of Claim, Notice of Revision or Disallowance and Notice of Dispute of Revision or Disallowance are hereby approved. Notwithstanding the foregoing, the Monitor may, from time to time, make minor non-substantive changes to the forms as the Monitor, in its sole discretion, may consider necessary or desirable.

18. **THIS COURT ORDERS** that the sending of the Claims Package to the Claimants and the publication of the Notice to Claimants, in accordance with this Order, and the completion of the other requirements of this Order, shall constitute good and sufficient service and delivery of notice of this Order, the Claims Bar Date and the Restructuring Period Claims Bar Date on all Persons who may be entitled to receive notice and who may wish to assert a Claim, and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

HOME BUYER CLAIMS

19. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, Home Buyers are not required to file a Proof of Claim for any Restructuring Period Claim that they may have as a result of the termination, disclaimer, resiliation, repudiation, rescinding or fundamental breach of their Home Buyer Agreement in the context of these Bay CCAA Proceedings. Any such claim shall be determined by the Monitor and set out in a Home Buyer Claim Notice which the Monitor shall send to the relevant Home Buyer.

20. **THIS COURT ORDERS** that a Home Buyer Claim Notice together with the form of Home Buyer Objection Notice shall be included in any Claims Package sent to a Home Buyer.

21. **THIS COURT ORDERS** that if a Home Buyer intends to object to his or her Restructuring Period Claim as determined by the Monitor and set out in the Home Buyer Claim Notice, then the Home Buyer must deliver a completed Home Buyer

Objection Notice, together with the reasons for such objection, to the Monitor on or before the Restructuring Period Claims Bar Date, unless otherwise ordered by this Court.

22. **THIS COURT ORDERS** that if the Monitor does not receive a Home Buyer Objection Notice by the date required in paragraph 21 herein, then the Home Buyer's Restructuring Period Claim shall be deemed to have been accepted as set out in the relevant Home Buyer Claim Notice and such Home Buyer shall have no further right to dispute same.

23. **THIS COURT ORDERS** that, in the event that an objection raised in a Home Buyer Objection Notice is not settled within a time period or in a manner satisfactory to the Monitor, in consultation with the Bay CCAA Entities, the Monitor shall refer the objection raised in the Home Buyer Objection Notice to a Claims Officer or the Court for adjudication at the Monitor's election.

24. **THIS COURT ORDERS** that any Home Buyer who believes that he or she has any Claim in addition to the Restructuring Period Claim as set out in its Home Buyer Claim Notice, or has not received a Home Buyer Claim Notice, is required to file a Proof of Claim or D&O Proof of Claim, as applicable, in accordance with the terms of this Order.

FILING OF PROOFS OF CLAIM

(A) Pre-Filing Claims

25. **THIS COURT ORDERS** that any Claimant that intends to assert a Pre-Filing Claim or D&O Claim shall file a Proof of Claim or D&O Proof of Claim, as applicable, with the Monitor on or before the Claims Bar Date. For the avoidance of doubt, a Proof of Claim or D&O Proof of Claim, as applicable, must be filed by every Claimant in respect of every Pre-Filing Claim or D&O Claim, regardless of whether or not a legal proceeding in respect of such Pre-Filing Claim or D&O Claim has been previously commenced.

26. **THIS COURT ORDERS** that any Claimant that does not file a Proof of Claim or D&O Proof of Claim, as applicable, so that such Proof of Claim or D&O Proof of Claim, is received by the Monitor on or before the Claims Bar Date, or such later date as the Monitor may agree in writing or the Court may otherwise direct:

- (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any such Pre-Filing Claim against any of the Bay CCAA Entities or any D&O Claim relating to such Pre-Filing Claim and all such Pre-Filing Claims or D&O Claims shall be forever extinguished;
- (b) will not be permitted to vote at any Meeting on account of such Pre-Filing Claim(s) or D&O Claim(s) relating to the Pre-Filing Claim(s);
- (c) will not be entitled to receive further notice with respect to the Claims Process or these proceedings unless the Monitor and/or the Bay CCAA

Entities become aware that such Claimant has a Restructuring Period Claim or D&O Claim relating to the Restructuring Period Claim; and

- (d) will not be permitted to participate in any distribution under any Plan, if applicable, on account of such Pre-filing Claim(s) or D&O Claim(s).

27. **THIS COURT ORDERS** that the provisions of paragraphs 25 and 26 herein shall not apply to Inter-CCAA Entity Claims.

(B) Restructuring Period Claims

28. **THIS COURT ORDERS** that upon becoming aware of a circumstance giving rise to a Restructuring Period Claim, the Monitor shall send a Claims Package to the Claimant in respect of such Restructuring Period Claim in the manner provided for herein.

29. **THIS COURT ORDERS** that any Claimant that intends to assert a Restructuring Period Claim or D&O Claim relating to a Restructuring Period Claim shall file a Proof of Claim or D&O Proof of Claim, as applicable, with the Monitor on or before the Restructuring Period Claims Bar Date. For the avoidance of doubt, a Proof of Claim or D&O Proof of Claim must be filed by every Claimant in respect of every Restructuring Period Claim or D&O Claim relating to a Restructuring Period Claim, regardless of whether or not a legal proceeding in respect of such Restructuring Period Claim or D&O Claim has been previously commenced.

30. **THIS COURT ORDERS** that any Claimant that does not file a Proof of Claim or D&O Proof of Claim, as applicable, so that such Proof of Claim or D&O Proof

of Claim is received by the Monitor on or before the Restructuring Period Claims Bar Date, or such later date as the Monitor may agree in writing or the Court may otherwise direct:

- (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any such Restructuring Period Claim against any of the Bay CCAA Entities or any D&O Claim relating to such Restructuring Period Claim and all such Restructuring Period Claim or D&O Claims shall be forever extinguished;
- (b) will not be permitted to vote at any Meeting on account of such Restructuring Period Claim(s) or D&O Claim(s);
- (c) will not be entitled to receive further notice with respect to the Claims Process or these proceedings unless the Monitor and/or the Bay CCAA Entities become aware that such Claimant has another Restructuring Period Claim or D&O Claim relating to such additional Restructuring Period Claim; and
- (d) will not be permitted to participate in any distribution under any Plan, if applicable, on account of such Restructuring Period Claim(s) or D&O Claim(s).

31. **THIS COURT ORDERS** that the provisions of paragraphs 28 through to and including 30 herein shall not apply to Inter-CCAA Entity Claims.

ADJUDICATION OF CLAIMS (OTHER THAN INTER-CCAA ENTITY CLAIMS)

32. **THIS COURT ORDERS** that, for greater certainty, the procedures outlined in paragraphs 33 to 38 herein shall not apply to the adjudication of Inter-CCAA Entity Claims.

33. **THIS COURT ORDERS** that the Monitor shall review all Proofs of Claim received on or before the Claims Bar Date or the Restructuring Period Claims Bar Date and shall accept, revise or reject each Claim. With respect to a D&O Claim set out in a D&O Proof of Claim, the Monitor shall, in consultation with the CCAA Entities and the Directors and Officers named in respect of such D&O Claim as to the merits of such Claim(s), as applicable, accept, revise or reject such D&O Claim.

34. **THIS COURT ORDERS** that if the Monitor intends to revise or reject a Claim, the Monitor shall notify the Claimant who has delivered such Proof of Claim or D&O Proof of Claim, as applicable, that such Claim has been revised or rejected and the reasons therefor, by sending a Notice of Revision or Disallowance by no later than December 14, 2016, unless otherwise ordered by this Court on application by the Monitor.

35. **THIS COURT ORDERS** that if the Monitor does not send a Notice of Revision or Disallowance by the date required in paragraph 34 herein, then the Claim shall be deemed to have been accepted as set out in the relevant Proof of Claim or D&O Proof of Claim, as applicable.

36. **THIS COURT ORDERS** that any Claimant who intends to dispute a Notice of Revision or Disallowance hereof shall:

- (a) deliver a completed Notice of Dispute of Revision or Disallowance, along with the reasons for the dispute, to the Monitor by no later than twenty-one (21) days after the date on which the Claimant is deemed to receive the Notice of Revision or Disallowance, or such other date as may be agreed to by the Monitor in writing; and
- (b) in the event that a dispute raised in a Notice of Dispute of Revision or Disallowance is not settled within a time period or in a manner satisfactory to the Monitor, in consultation with the Bay CCAA Entities, the Monitor shall refer the dispute raised in the Notice of Dispute of Revision or Disallowance to a Claims Officer or the Court for adjudication at its election.

37. **THIS COURT ORDERS** that where a Claimant that receives a Notice of Revision or Disallowance does not file a completed Notice of Dispute of Revision or Disallowance by the time set out in paragraph 36(a), such Claimant's Claim or D&O Claim relating to such Claim shall be deemed to be as set out in the Notice of Revision or Disallowance and such Claimant shall have no further right to dispute same.

38. **THIS COURT ORDERS** that the Monitor may refer any Claim to a Claims Officer or the Court for adjudication at its election by sending written notice to the Claimant at any time.

ADJUDICATION OF INTER-CCAA ENTITY CLAIMS

39. **THIS COURT ORDERS** that the Monitor shall prepare a report to be served on the Service List and filed with the Court detailing its review of all claims by any of the Cumberland CCAA Entities against any of the Bay CCAA Entities and assessing in detail, with reasonably sufficient particulars and analysis, the validity and quantum of such transactions for the purpose of determining such Inter-CCAA Entity Claims (the "**Monitor's Inter-CCAA Entity Claims Report**"), subject to further review and adjustments in respect of claims that may be pursued by the Monitor in accordance with section 36.1 of the CCAA. The Monitor's Inter-CCAA Entity Claims Report shall include: (i) the amount of the debt; (ii) whether cash or services were provided by the Cumberland CCAA Entity to the Bay CCAA Entity; and (iii) a description of the transaction. The Monitor's Inter-CCAA Entity Claims Report shall be served no later than December 6, 2016 together with a notice of motion seeking this Court's approval of same, unless otherwise ordered by this Court on application by the Monitor. The return date for this motion shall be no later than January 16, 2017. For greater certainty, nothing in the Monitor's Inter-CCAA Entity Claims Report shall bind the Court with respect to its determination of such Inter-CCAA Entity Claims as the Court sees fit, including without limitation, the validity or quantum of such Inter-CCAA Entity Claims.

40. **THIS COURT ORDERS** that, after the service of the Monitor's Inter-CCAA Entity Claims Report, any Claimant may serve and file a responding motion record and factum, which may include, but are not limited to, any argument asserted for the subordination of outstanding intercompany debts of any of the Bay CCAA Entities, any relief regarding claimed priority rights, and the validity and quantum of Inter-CCAA

Entity Claims and any claim relating to debt re-characterization. Such responding motion record shall be served no later than December 22, 2016 and be returnable at the same time as the Monitor's motion seeking approval of the Monitor's Inter-CCAA Entity Claims Report as set out in paragraph 39 herein.

SET-OFF

41. **THIS COURT ORDERS** that nothing in this Order affects the rights of any Person pursuant to section 21 of the CCAA.

CLAIMS OFFICERS

42. **THIS COURT ORDERS** that, on application of the Monitor, a Claims Officers may be appointed by the Court.

43. **THIS COURT ORDERS** that the decision as to whether the disputed Claim should be adjudicated by the Court or a Claims Officer shall be in the sole discretion of the Monitor.

44. **THIS COURT ORDERS** that a Claims Officer shall determine the validity and amount of disputed Claims in accordance with this Order and to the extent necessary may determine whether any Claim or part thereof constitutes an Excluded Claim and shall provide written reasons. A Claims Officer shall determine all procedural matters which may arise in respect of his or her determination of these matters, including the manner in which any evidence may be adduced. A Claims Officer shall have the discretion to determine by whom and to what extent the costs of any hearing before a Claims Officer shall be paid.

45. **THIS COURT ORDERS** that the Monitor, the Claimant or the applicable CCAA Entity may, within ten (10) days of such party receiving notice of a Claims Officer's determination of the value of a Claimant's Claim, appeal such determination or any other matter determined by the Claims Officer in accordance with paragraph 44 or otherwise to the Court by filing a notice of appeal, and the appeal shall be initially returnable within ten (10) days of filing such notice of appeal.

46. **THIS COURT ORDERS** that if no party appeals the determination of value of a Claim by a Claims Officer within the time set out in paragraph 45, above, the decision of the Claims Officer in determining the value of the Claimant's Claim shall be final and binding upon the relevant Bay CCAA Entity, the Monitor, and the Claimant, and there shall be no further right of appeal, review or recourse to the Court from the Claims Officer's final determination of a Claim.

47. **THIS COURT ORDERS** that the provisions of paragraphs 42 to 46 herein shall not apply to Inter-CCAA Entity Claims.

NOTICE OF TRANSFEREES

48. **THIS COURT ORDERS** that from the date of this Order until seven (7) days prior to the date fixed by the Court for any distribution in the Bay CCAA Proceedings or any other proceeding, including a bankruptcy, to the extent required, leave is hereby granted to permit a Claimant to provide notice of assignment or transfer of a Claim to any third party to the Monitor.

49. **THIS COURT ORDERS** that subject to the terms of any subsequent Order of this Court, if, after the Filing Date, the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Monitor nor the Bay CCAA Entities shall be obligated to give notice to or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the Monitor in writing and thereafter such transferee or assignee shall, for the purposes hereof, constitute the "Claimant" in respect of such Claim or D&O Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Order prior to receipt and acknowledgement by the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which the Bay CCAA Entities may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to the CCAA Entities.

50. **THIS COURT ORDERS** that no transfer or assignment shall be effective for voting purposes at any Meeting unless sufficient notice and evidence of such transfer or assignment has been received by the Monitor no later than 5:00 p.m. on the date that is seven (7) days prior to the date fixed by the Court for any Meeting, failing which the original Claimant shall have all applicable rights as the "Claimant" with respect to such Claim as if no transfer or assignment of the Claim had occurred.

SERVICE AND NOTICE

51. **THIS COURT ORDERS** that the Monitor may, unless otherwise specified by this Order, serve and deliver or cause to be served and delivered the Claims Package, and any letters, notices or other documents, to the Claimants or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons at the physical or electronic address, as applicable, last shown on the books and records of the Bay CCAA Entities or set out in such Claimant's Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth (10th) Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

52. **THIS COURT ORDERS** that any notice or communication required to be provided or delivered by a Claimant to the Monitor under this Order shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email addressed to:

KSV Kofman Inc.
150 King Street West
Suite 2308
Toronto, ON M5H 1J9

Attention: Noah Goldstein
Email: ngoldstein@ksvadvisory.com
Fax: 416.932.6266

53. **THIS COURT ORDERS** that if, during any period during which notices or other communications are being given pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary or registered mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Order.

MISCELLANEOUS

54. **THIS COURT ORDERS** that the Monitor may from time to time apply to this Court to extend the time for any action which the Monitor is required to take and for advice and directions concerning the discharge of its powers and duties under this Order or the interpretation or application of this Order.

55. **THIS COURT ORDERS** that nothing in this Order shall prejudice the rights and remedies of any Directors or Officers or other Persons under the Directors' Charge or any applicable insurance policy or prevent or bar any Person from seeking recourse against or payment from the Bay CCAA Entities' insurance and any Director's or

Officer's liability insurance policy or policies that exist to protect or indemnify the Directors or Officers or other Persons, whether such recourse or payment is sought directly by the Person asserting a Claim from the insurer or derivatively through the Director or Officer or any Bay CCAA Entity; provided, however, that nothing in this Order shall create any rights in favour of such Person under any policies of insurance nor shall anything in this Order limit, remove, modify or alter any defence to such Claim available to the insurer pursuant to the provisions of any insurance policy or at law; and further provided that any Claim or portion thereof for which the Person receives payment directly from, or confirmation that she is covered by, the Bay CCAA Entities' insurance or any Director's or Officer's liability insurance or other liability insurance policy or policies that exist to protect or indemnify the Directors or Officers or other Persons shall not be recoverable as against a Bay CCAA Entity or Director or Officer as applicable.

56. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative bodies, having jurisdiction in Canada, Israel or elsewhere to give effect to this Order and to assist the Bay CCAA Entities, the Monitor and their respective 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 Bay CCAA Entities and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Bay CCAA Entities and the Monitor and their respective agents in carrying out the terms of this Order.



3413804

SCHEDULE "A"

LIST OF CUMBERLAND CCAA ENTITIES

Urbancorp Toronto Management Inc.

Urbancorp (St. Clair Village) Inc.

Urbancorp (Patricia) Inc.

Urbancorp (Mallow) Inc.

Urbancorp (Lawrence) Inc.

Urbancorp Downsview Park Development Inc.

Urbancorp (952 Queen West) Inc.

King Residential Inc.

Urbancorp 60 St. Clair Inc.

High Res. Inc.

Bridge On King Inc.

Urbancorp Power Holdings Inc.

Vestaco Homes Inc.

Vestaco Investments Inc.

228 Queen's Quay West Limited

Urbancorp Cumberland 1 LP

Urbancorp Cumberland 1 GP Inc.

Urbancorp Partner (King South) Inc.

Urbancorp (North Side) Inc.

Urbancorp Residential Inc.

Urbancorp Realtyco Inc.

SCHEDULE "B"

CLAIMANT'S GUIDE TO COMPLETING THE D&O PROOF OF CLAIM FORM FOR CLAIMS AGAINST DIRECTORS AND/OR OFFICERS OF THE CCAA ENTITIES¹

This Guide has been prepared to assist Claimants in filling out the D&O Proof of Claim form for claims against the Directors and/or Officers of the CCAA Entities. If you have any additional questions regarding completion of the D&O Proof of Claim, please consult the Monitor's website at <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/> or contact the Monitor, whose contact information is shown below.

The D&O Proof of Claim form is for Claimants asserting a claim against any Directors and/or Officers of the CCAA Entities, and NOT for claims against the CCAA Entities themselves. For claims against the CCAA Entities, please use the form titled "Proof of Claim Form for Claims Against the CCAA Entities", which is available on the Monitor's website at <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>.

Additional copies of the D&O Proof of Claim form may be found at the Monitor's website address noted above.

Please note that this is a guide only, and that in the event of any inconsistency between the terms of this guide and the terms of the Claims Procedure Order made on October 18, 2016 (the "**Claims Procedure Order**"), the terms of the Claims Procedure Order will govern.

SECTION 1 – DEBTOR

1. The full name of all the CCAA Entities' Directors or Officers against whom the Claim is asserted must be listed.

SECTION 2(a) – ORIGINAL CLAIMANT

2. A separate D&O Proof of Claim must be filed by each legal entity or person asserting a claim against the CCAA Entities' Directors or Officers.
3. The Claimant shall include any and all D&O Claims it asserts against the CCAA Entities' Directors or Officers in a single D&O Proof of Claim.
4. The full legal name of the Claimant must be provided.
5. If the Claimant operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.

¹ Urbancorp (Woodbine) Inc., Urbancorp (Bridlepath) Inc., The Townhouses of Hogg's Hollow Inc., King Towns Inc., NewTown at King Towns Inc., DEAJA Partner (Bay) Inc. and TCC/Urbancorp (Bay) Limited Partnership (collectively, the "CCAA Entities").

6. If the claim has been assigned or transferred to another party, Section 2(b) must also be completed.
7. Unless the claim is assigned or transferred, all future correspondence, notices, etc. regarding the claim will be directed to the address and contact indicated in this section.

SECTION 2(b) – ASSIGNEE

8. If the Claimant has assigned or otherwise transferred its claim, then Section 2(b) must be completed.
9. The full legal name of the Assignee must be provided.
10. If the Assignee operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
11. If the Monitor in consultation with the CCAA Entities is satisfied that an assignment or transfer has occurred, all future correspondence, notices, etc. regarding the claim will be directed to the Assignee at the address and contact indicated in this section.

SECTION 3 - AMOUNT OF CLAIM OF CLAIMANT AGAINST DEBTOR

12. Indicate the amount the Director(s) and/or Officer(s) was/were and still is/are indebted to the Claimant in the Amount of Claim column.

Currency

13. The amount of the claim must be provided in the currency in which it arose.
14. Indicate the appropriate currency in the Currency column.
15. If the claim is denominated in multiple currencies, use a separate line to indicate the claim amount in each such currency. If there are insufficient lines to record these amounts, attach a separate schedule indicating the required information.
16. If necessary, currency will be converted in accordance with the Claims Procedure Order.

SECTION 4 - DOCUMENTATION

17. Attach to the D&O Proof of Claim form all particulars of the claim and supporting documentation, including amount and description of transaction(s) or agreement(s) or legal breach(es) giving rise to the claim.

SECTION 5 - CERTIFICATION

18. The person signing the D&O Proof of Claim should:
 - (a) be the Claimant or authorized representative of the Claimant.

- (b) have knowledge of all the circumstances connected with this claim.
 - (c) assert the claim against the Debtor(s) as set out in the D&O Proof of Claim and certify all supporting documentation is attached.
 - (d) have a witness to its certification.
19. By signing and submitting the D&O Proof of Claim, the Claimant is asserting the claim against the Debtor(s).

SECTION 6 - FILING OF CLAIM

20. **The D&O Proof of Claim must be received by the Monitor on or before 5:00 p.m. (Toronto time) on November 23, 2016 (the "Claims Bar Date") (or within thirty (30) days after the date on which the Monitor had sent you a Claims Package with respect to a Restructuring Period Claim) by **prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:****

**KSV Kofman Inc.
150 King Street West
Suite 2308
Toronto, ON M5H 1J9**

**Attention: Noah Goldstein
Email: ngoldstein@ksvadvisory.com
Fax: 416.932.6266**

Failure to file your D&O Proof of Claim so that it is actually received by the Monitor on or before 5:00 p.m., on the Claims Bar Date or Restructuring Period Claims Bar Date, as applicable, will result in your claim being barred and you will be prevented from making or enforcing a claim against the Directors and Officers of the CCAA Entities. In addition, you shall not be entitled to further notice in and shall not be entitled to participate as a creditor in the CCAA Entities' CCAA proceedings.

SCHEDULE "C"

**PROOF OF CLAIM FORM FOR CLAIMS AGAINST
DIRECTORS OR OFFICERS OF THE CCAA ENTITIES¹
(the "D&O Proof of Claim")**

This form is to be used only by Claimants asserting a claim against any Directors and/or, Officers of the CCAA Entities and NOT for claims against the CCAA Entities themselves. For claims against the CCAA Entities, please use the form titled "Proof of Claim Form for Claims Against the CCAA Entities", which is available on the Monitor's website at <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>.

1. Name of CCAA Entity Officer(s) and/or Director(s) (the "Debtor(s))":

Debtor(s): _____

(A) Original Claimant (the "Claimant")

Legal Name of Claimant _____

Name of Contact _____

Address _____

Title _____

Phone # _____

Fax # _____

City _____ Prov /State _____

email _____

Postal/Zip Code _____

(B) Assignee, if claim has been assigned

Legal Name of Assignee _____

Name of Contact _____

Address _____

Phone # _____

Fax # _____

City _____ Prov /State _____

email: _____

Postal/Zip Code _____

2. Amount of Claim

¹ Urbancorp (Woodbine) Inc., Urbancorp (Bridlepath) Inc., The Townhouses of Hogg's Hollow Inc., King Towns Inc., NewTowns at King Towns Inc., DEAJA Partner (Bay) Inc. and TCC/Urbancorp (Bay) Limited Partnership (collectively, the "CCAA Entities").

The Debtor(s) was/were and still is/are indebted to the Claimant as follows:

Name(s) of Director(s), and/or Officers	Currency	Amount of Claim
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Documentation

Provide all particulars of the Claim and supporting documentation, including any claim assignment/transfer agreement or similar document, if applicable, and including amount and description of transaction(s) or agreement(s) or legal breach(es) giving rise to the Claim.

4. Certification

I hereby certify that:

1. I am the Claimant or authorized representative of the Claimant.
2. I have knowledge of all the circumstances connected with this Claim.
3. The Claimant asserts this Claim against the Debtor(s) as set out above.
4. Complete documentation in support of this Claim is attached.

Signature: _____	Witness: _____
Name: _____	(signature)
Title: _____	(print)
Dated at _____ this _____ day of _____, 2015	

5. Filing of Claim

This D&O Proof of Claim must be received by the Monitor on or before 5:00 p.m. (Toronto time) on November 23, 2016 (or within thirty (30) days after the date on which the Monitor had sent you a Claims Package with respect to a Restructuring Period Claim) **by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:**

**KSV Kofman Inc.
150 King Street West
Suite 2308
Toronto, ON M5H 1J9**

**Attention: Noah Goldstein
Email: ngoldstein@ksvadvisory.com**

Fax: 416.932.6266

For more information see <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>, or contact the Monitor by telephone (416.932.6207)

SCHEDULE "D"

HOME BUYER CLAIM NOTICE

With respect to the CCAA Entities¹

YOU ARE RECEIVING THIS NOTICE PURSUANT TO THE CLAIMS PROCEDURE ORDER BECAUSE THE MONITOR HAS DETERMINED THAT YOU ARE A HOME BUYER WITH A RESTRUCTURING PERIOD CLAIM AS A RESULT OF THE TERMINATION, DISCLAIMER, RESILIATION, REPUDIATION, RESCINDING OR FUNDAMENTAL BREACH OF YOUR CORRESPONDING HOME BUYER AGREEMENT.

Capitalized terms used in this notice and not otherwise defined have the meaning given to them in the Order of the Ontario Superior Court of Justice (Commercial List) in the CCAA proceedings of the CCAA Entities dated October 18, 2016 (the "**Claims Procedure Order**"). A copy of the Claims Procedure Order can be found on the Monitor's website at: <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>.

Claim Reference Number: ■

Contact Details

Name of Home Buyer (Claimant): ■

Address of Claimant: ■

E-mail: ■

Telephone Number: ■

Fax Number: ■

Details of Allowed Restructuring Period Claim

¹ Urbancorp (Woodbine) Inc., Urbancorp (Bridlepath) Inc., The Townhouses of Hogg's Hollow Inc., King Towns Inc., NewTown at King Towns Inc., DEAJA Partner (Bay) Inc. and TCC/Urbancorp (Bay) Limited Partnership (collectively, the "CCAA Entities").

CCAA Entity with which Home Buyer ■
has a Home Buyer Agreement:

Description of Home Buyer ■
Agreement:

Pursuant to the Claims Procedure Order, the Monitor hereby gives you notice that it has determined your allowed Restructuring Period Claim as a result of the termination, disclaimer, rescission, repudiation, rescinding or fundamental breach of your corresponding Home Buyer Agreement in the context of these CCAA Proceedings. Subject to further dispute by you in accordance with the Claims Procedure Order, your Restructuring Period Claim will be as follows:

Allowed Claim Amount:

Deposit Amount \$■

Interest \$■

Total Allowed Restructuring Period \$■
Claim Amount

Legal Nature of Claim: Unsecured

SERVICE OF HOME BUYER OBJECTION NOTICES

If you intend to object to this Home Buyer Claim Notice, you must, no later than 5:00 p.m. (prevailing time in Toronto) on the day that is the later of the Claims Bar Date or 30 days after the date this Home Buyer Claim Notice is deemed to have been received by you (in accordance with paragraph 51 of the Claims Procedure Order), deliver a Home Buyer Objection Notice to the Monitor by ordinary prepaid mail, registered mail, courier, personal delivery or electronic transmission to the address below.

**KSV Kofman Inc.
150 King Street West
Suite 2308
Toronto, ON M5H 1J9**

**Attention: Noah Goldstein
Email: ngoldstein@ksvadvisory.com
Fax: 416.932.6266**

In accordance with the Claims Procedure Order, notices shall be deemed to be received by the Monitor upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

The form of Home Buyer Objection Notice is enclosed and can also be accessed on the Monitor's website at <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>.

IF YOU FAIL TO FILE A HOME BUYER OBJECTION NOTICE WITHIN THE PRESCRIBED TIME PERIOD, THIS HOME BUYER CLAIM NOTICE WILL BE BINDING UPON YOU.

DATED this _____ day of _____, 2016.

KSV Kofman Inc., solely in its capacity as Court-appointed Monitor of the CCAA Entities, and not in its personal or corporate capacity

Per: _____

For more information see <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>, or contact the Monitor by telephone (416.932.6207)

PLEASE ALSO TAKE NOTICE that if you believe that you have a Claim in addition to that set out in this Home Buyer Claim Notice, then you must follow the regular procedure for filing Proofs of Claim or D&O Proofs of Claim as set out in the Claims Procedure Order. Only Proofs of Claim and D&O Proofs of Claim actually received by the Monitor on or before 5:00 p.m. (Toronto time) on November 23, 2016 will be considered filed by the Claims Bar Date.

SCHEDULE "E"

HOME BUYER OBJECTION NOTICE

With respect to the CCAA Entities¹

Claims Reference Number: _____

1. Particulars of Claimant:

Full Legal Name of Claimant (include trade name, if different)

(the "Claimant")

Full Mailing Address of the Claimant:

Other Contact Information of the Claimant:

Telephone Number:

Email Address: _____

Facsimile Number: _____

Attention (Contact Person): _____

2. Particulars of original Claimant from whom you acquired the Claim or D&O Claim, if applicable

¹ Urbancorp (Woodbine) Inc., Urbancorp (Bridlepath) Inc., The Townhouses of Hogg's Hollow Inc., King Towns Inc., NewTowns at King Towns Inc., DEAJA Partner (Bay) Inc. and TCC/Urbancorp (Bay) Limited Partnership (collectively, the "CCAA Entities").

Have you acquired this purported Claim by assignment?

Yes:

No:

If yes and if not already provided, attach documents evidencing assignment.

Full Legal Name of original Claimant(s): _____

3. Objection to Home Buyer Claim Notice:

The Claimant hereby disagrees with the value of its Claim, as set out in the Home Buyer Claim Notice and asserts its Claim as follows:

	Currency	Amount allowed by Monitor: (Home Buyer Claim Notice)	Amount claimed by Claimant:²
A. Deposit		\$	\$
B. Interest		\$	\$
Total Claim		\$	\$

4. Reasons for Objection to Home Buyer Claim Notice:
(Please detail reasons below)

² If necessary, currency will be converted in accordance with the Claims Procedure Order.

SCHEDULE "F"

NOTICE TO CLAIMANTS WITH CLAIMS AGAINST THE CCAA ENTITIES

RE: NOTICE OF CLAIMS PROCESS FOR URBANCORP (WOODBINE) INC., URBANCORP (BRIDLEPATH) INC., TCC/URBANCORP (BAY) LIMITED PARTNERSHIP, THE TOWNHOUSES OF HOGG'S HOLLOW INC., KING TOWNS INC., NEWTOWNS AT KING TOWNS INC. (COLLECTIVELY, THE "CCAA ENTITIES") PURSUANT TO THE *COMPANIES' CREDITORS ARRANGEMENT ACT* (the "CCAA")

PLEASE TAKE NOTICE that on October 18, 2016, the Ontario Superior Court of Justice (Commercial List) issued an order (the "**Claims Procedure Order**") in the CCAA proceedings of the CCAA Entities (capitalized terms used in this notice and not otherwise defined have the meaning given to them in the Claims Procedure Order). A copy of the Claims Procedure Order can be found on the Monitor's website at: <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>.

ATTENTION HOME BUYERS. Home Buyers with Claims arising as a result of the termination, disclaimer, rescission, repudiation, rescinding or fundamental breach of their corresponding Home Buyer Agreement in the context of these CCAA Proceedings DO NOT NEED TO FILE ANY PROOF OF CLAIM. Rather, the Monitor will send you a Home Buyer Claim Notice reflecting its determination and acceptance of your Restructuring Period Claim. If you object to the amount of your Restructuring Period Claim as set out in the Home Buyer Claim Notice that you receive, then you are required to fill out and send to the Monitor a Home Buyer Objection Notice as set out in the Claims Procedure Order. If you believe that you have a Claim in addition to that set out in your Home Buyer Claim Notice, then you must follow the procedure set out below for all other creditors.

Other than for the Restructuring Period Claims of Home Buyers outlined above, the Claims Procedure Order requires that all Persons who assert a Claim against the CCAA Entities, whether unliquidated, contingent or otherwise, and all Persons who assert a claim against Directors and Officers of the CCAA Entities (as defined in the Claims Procedure Order, a "**D&O Claim**"), must file a Proof of Claim (with respect to Claims against the CCAA Entities) or D&O Proof of Claim (with respect to D&O Claims) with KSV Kofman Inc. (the "**Monitor**") **on or before 5:00 p.m. (Toronto time) on November 23, 2016 (the "Claims Bar Date")**, by sending the Proof of Claim or D&O Proof of Claim to the Monitor by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:

**KSV Kofman Inc.
150 King Street West
Suite 2308
Toronto, ON M5H 1J9**

**Attention: Noah Goldstein
Email: ngoldstein@ksvadvisory.com
Fax: 416.932.6266**

Pursuant to the Claims Procedure Order, Claims Packages, including the form of Proof of Claim and D&O Proof of Claim, will be sent to all known Claimants by mail, on or before October 25, 2016. Claimants may also obtain the Claims Procedure Order and a Claims Package from the Monitor's website at <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>, or by contacting the Monitor by telephone (416.932.6207).

Other than for Restructuring Period Claims, only Proofs of Claim and D&O Proofs of Claim actually received by the Monitor on or before 5:00 p.m. (Toronto time) on November 23, 2016 will be considered filed by the Claims Bar Date. **It is your responsibility to ensure that the Monitor receives your Proof of Claim or D&O Proof of Claim by the Claims Bar Date.**

CLAIMS AND D&O CLAIMS WHICH ARE NOT RECEIVED BY THE APPLICABLE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

DATED this ● day of ●, 2016.

SCHEDULE "G"

NOTICE OF DISPUTE OF NOTICE OF REVISION OR DISALLOWANCE
With respect to the CCAA Entities¹

Claims Reference Number: _____

1. Particulars of Claimant:

Full Legal Name of Claimant (include trade name, if different)

_____ (the "Claimant")

Full Mailing Address of the Claimant:

Other Contact Information of the Claimant:

Telephone Number:

Email Address: _____

Facsimile Number: _____

Attention (Contact Person): _____

2. Particulars of original Claimant from whom you acquired the Claim or D&O Claim, if applicable

¹ Urbancorp (Woodbine) Inc., Urbancorp (Bridlepath) Inc., The Townhouses of Hogg's Hollow Inc., King Towns Inc., NewTowns at King Towns Inc., DEAJA Partner (Bay) Inc. and TCC/Urbancorp (Bay) Limited Partnership (collectively, the "CCAA Entities").

Have you acquired this purported Claim by assignment?

Yes:

No:

If yes and if not already provided, attach documents evidencing assignment.

Full Legal Name of original Claimant(s): _____

3. Dispute of Revision or Disallowance of Claim:

The Claimant hereby disagrees with the value of its Claim, as set out in the Notice of Revision or Disallowance and asserts a Claim as follows:

	Currency	Amount allowed by Monitor: (Notice of Revision or Disallowance)	Amount claimed by Claimant:²
A. Unsecured		\$	\$
B. Secured		\$	\$
C. D&O Claim		\$	\$
E. Total Claim		\$	\$

4. Reasons for Dispute of Revision or Disallowance of Claim:
(Please detail reasons below)

² If necessary, currency will be converted in accordance with the Claims Procedure Order.

SCHEDULE "H"

NOTICE OF REVISION OR DISALLOWANCE

**For Persons that have asserted Claims against the CCAA Entities¹,
D&O Claims against the Directors and/or Officers of the CCAA Entities**

Claims Reference Number: _____ ●

TO: ● _____
(the "Claimant")

Defined terms not defined in this Notice of Revision or Disallowance have the meaning ascribed in the Order of the Ontario Superior Court of Justice (Commercial List) in the CCAA proceedings of the CCAA Entities dated October 18, 2016 (the "**Claims Procedure Order**").

Pursuant to the Claims Procedure Order, the Monitor hereby gives you notice that it has reviewed your Proof of Claim or D&O Proof of Claim and has revised or disallowed all or part of your purported Claim. Subject to further dispute by you in accordance with the Claims Procedure Order, your Claim will be as follows:

	Amount as submitted		Amount allowed by Monitor
	Currency		
A. Unsecured Claim		\$	\$
B. Secured Claim		\$	\$
C. D&O Claim		\$	\$
E. Total Claim		\$	\$

¹ Urbancorp (Woodbine) Inc., Urbancorp (Bridlepath) Inc., The Townhouses of Hogg's Hollow Inc., King Towns Inc., NewTowns at King Towns Inc., DEAJA Partner (Bay) Inc. and TCC/Urbancorp (Bay) Limited Partnership (collectively, the "CCAA Entities").

Reasons for Revision or Disallowance:

●

SERVICE OF DISPUTE NOTICES

If you intend to dispute this Notice of Revision or Disallowance, you must, no later than 5:00 p.m. (prevailing time in Toronto) on the day that is twenty-one (21) Calendar Days after this Notice of Revision or Disallowance is deemed to have been received by you (in accordance with paragraph 36(a) of the Claims Procedure Order), deliver a Notice of Dispute of Revision or Disallowance to the Monitor by ordinary prepaid mail, registered mail, courier, personal delivery or electronic transmission to the address below.

**KSV Kofman Inc.
150 King Street West
Suite 2308
Toronto, ON M5H 1J9**

**Attention: Noah Goldstein
Email: ngoldstein@ksvadvisory.com
Fax: 416.932.6266**

In accordance with the Claims Procedure Order, notices shall be deemed to be received by the Monitor upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

The form of Notice of Dispute of Revision or Disallowance is enclosed and can also be accessed on the Monitor's website at <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>.

IF YOU FAIL TO FILE A NOTICE OF DISPUTE WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

DATED this _____ day of _____, 2016.

KSV Kofman Inc., solely in its capacity as Court-appointed Monitor of the CCAA Entities, and not in its personal or corporate capacity

Per: _____

For more information see <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>, or contact the Monitor by telephone (416.932.6207)

SCHEDULE "I"

**PROOF OF CLAIM FORM FOR CLAIMS AGAINST
THE CCAA ENTITIES¹**

1. Name of CCAA Entity or Entities (the "Debtor"):

Debtor: _____

2(a) Original Claimant (the "Claimant")

Legal Name of Claimant _____

Name of Contact _____

Address _____

Title _____

Phone # _____

Fax # _____

City _____ Prov /State _____

email _____

Postal/Zip Code _____

2(b) Assignee, if claim has been assigned

Legal Name of Assignee _____

Name of Contact _____

Address _____

Phone # _____

Fax # _____

City _____ Prov /State _____

email: _____

Postal/Zip Code _____

¹ Urbancorp (Woodbine) Inc., Urbancorp (Bridlepath) Inc., The Townhouses of Hogg's Hollow Inc., King Towns Inc., NewTowns at King Towns Inc., DEAJA Partner (Bay) Inc. and TCC/Urbancorp (Bay) Limited Partnership (collectively, the "CCAA Entities").

3. Amount of Claim

The Debtor was and still is indebted to the Claimant as follows:

Currency	Amount of Claim	Unsecured Claim	Secured Claim
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

4. Documentation

Provide all particulars of the Claim and supporting documentation, including amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, including any claims assignment/transfer agreement or similar document, if applicable, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the affected Debtor to the Claimant and estimated value of such security.

5. Certification

I hereby certify that:

1. I am the Claimant or authorized representative of the Claimant.
2. I have knowledge of all the circumstances connected with this Claim.
3. The Claimant asserts this Claim against the Debtor as set out above.
4. Complete documentation in support of this claim is attached.

Signature: _____ Name: _____ Title: _____	Witness: _____ (signature) _____ (print)
Dated at _____ this _____ day of _____, 2016	

6. Filing of Claim

This Proof of Claim **must be received by the Monitor on or before 5:00 p.m. (Toronto time) on November 23, 2016** (or within thirty (30) days after the date on which the Monitor had sent you a Claims Package with respect to a Restructuring Period Claim) **by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:**

**KSV Kofman Inc.
 150 King Street West
 Suite 2308
 Toronto, ON M5H 1J9**

Attention: Noah Goldstein
Email: ngoldstein@ksvadvisory.com
Fax: 416.932.6266

For more information see <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>, or contact the Monitor by telephone (416.932.6207)

SCHEDULE "J"

CLAIMANT'S GUIDE TO COMPLETING THE PROOF OF CLAIM FORM FOR CLAIMS AGAINST THE CCAA ENTITIES¹

This Guide has been prepared to assist Claimants in filling out the Proof of Claim form for Claims against the CCAA Entities. If you have any additional questions regarding completion of the Proof of Claim, please consult the Monitor's website at <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/> or contact the Monitor, whose contact information is shown below.

Additional copies of the Proof of Claim may be found at the Monitor's website address noted above.

Please note that this is a guide only, and that in the event of any inconsistency between the terms of this guide and the terms of the Claims Procedure Order made on October 18, 2016 (the "**Claims Procedure Order**"), the terms of the Claims Procedure Order will govern.

SECTION 1 – DEBTOR

1. The full name of the CCAA Entity or Entities against which the Claim is asserted must be listed (see footnote 1 for complete list of CCAA Entities).

SECTION 2(a) – ORIGINAL CLAIMANT

2. A separate Proof of Claim must be filed by each legal entity or person asserting a claim against the CCAA Entities, or any of them.
3. The Claimant shall include any and all Claims it asserts against the CCAA Entities, or any of them, in a single Proof of Claim.
4. The full legal name of the Claimant must be provided.
5. If the Claimant operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
6. If the Claim has been assigned or transferred to another party, Section 2(b) must also be completed.
7. Unless the Claim is assigned or transferred, all future correspondence, notices, etc. regarding the Claim will be directed to the address and contact indicated in this section.

¹ Urbancorp (Woodbine) Inc., Urbancorp (Bridlepath) Inc., The Townhouses of Hogg's Hollow Inc., King Towns Inc., NewTowns at King Towns Inc., DEAJA Partner (Bay) Inc. and TCC/Urbancorp (Bay) Limited Partnership (collectively, the "CCAA Entities").

SECTION 2(b) – ASSIGNEE

8. If the Claimant has assigned or otherwise transferred its Claim, then Section 2(b) must be completed.
9. The full legal name of the Assignee must be provided.
10. If the Assignee operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
11. If the Monitor in consultation with the CCAA Entities is satisfied that an assignment or transfer has occurred, all future correspondence, notices, etc. regarding the Claim will be directed to the Assignee at the address and contact indicated in this section.

SECTION 3 - AMOUNT OF CLAIM OF CLAIMANT AGAINST DEBTOR

12. Indicate the amount the CCAA Entity or Entities was and still is indebted to the Claimant in the Amount of Claim column.

Currency

13. The amount of the Claim must be provided in the currency in which it arose.
14. Indicate the appropriate currency in the Currency column.
15. If the Claim is denominated in multiple currencies, use a separate line to indicate the Claim amount in each such currency. If there are insufficient lines to record these amounts, attach a separate schedule indicating the required information.
16. If necessary, currency will be converted in accordance with the Claims Procedure Order.

Unsecured Claim

17. Check this box ONLY if the Claim recorded on that line is an unsecured claim.

Secured Claim

18. Check this box ONLY if the Claim recorded on that line is a secured claim.

SECTION 4 - DOCUMENTATION

19. Attach to the Proof of Claim form all particulars of the Claim and supporting documentation, including amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, including any claim assignment/transfer agreement or similar document, if applicable and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the affected CCAA Entity to the Claimant and estimated value of such security.

SECTION 5 - CERTIFICATION

20. The person signing the Proof of Claim should:
- (a) be the Claimant or authorized representative of the Claimant.
 - (b) have knowledge of all the circumstances connected with this Claim.
 - (c) assert the Claim against the Debtor as set out in the Proof of Claim and certify all supporting documentation is attached.
 - (d) have a witness to its certification.
21. By signing and submitting the Proof of Claim, the Claimant is asserting the Claim against the CCAA Entity or Entities.

SECTION 6 - FILING OF CLAIM

22. **The Proof of Claim must be received by the Monitor on or before 5:00 p.m. (Toronto time) on November 23, 2016 (the "Claims Bar Date") (or within thirty (30) days after the date on which the Monitor had sent you a Claims Package with respect to a Restructuring Period Claim) by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:**

**KSV Kofman Inc.
150 King Street West
Suite 2308
Toronto, ON M5H 1J9**

**Attention: Noah Goldstein
Email: ngoldstein@ksvadvisory.com
Fax: 416.932.6266**

Failure to file your Proof of Claim so that it is actually received by the Monitor on or before 5:00 p.m., on the Claims Bar Date or Restructuring Period Claims Bar Date, as applicable, will result in your claim being barred and you will be prevented from making or enforcing a Claim against the CCAA Entities. In addition, you shall not be entitled to further notice in and shall not be entitled to participate as a creditor in the CCAA Entities' CCAA proceedings.

IN THE MATTER OF *THE COMPANIES CREDITORS ARRANGEMENT ACT*, R.S.C.1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF URBANCORP (WOODBINE)
INC. AND URBANCORP (BRIDLEPATH) INC. THE TOWNHOUSES OF HOGG'S HOLLOW INC., KING
TOWNS INC., NEWTOWNS AT KINGTOWNS INC. AND DEAJA PARTNER (BAY) INC. (COLLECTIVELY,
THE "APPLICANTS")

AND IN THE MATTER OF TCC/URBANCORP (BAY) LIMITED PARTNERSHIP

Court File No. CV-16-11549-00CL

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

Proceeding commenced at Toronto

CLAIMS PROCEDURE ORDER

DAVIES WARD PHILLIPS & VINEBERG LLP
155 WELLINGTON STREET WEST
TORONTO, ON M5V 3J7

Robin B. Schwill (LSUC #38452I)
Tel: 416.863.5502
Fax: 416.863.0871

Lawyers for the Monitor

IN THE MATTER OF THE NOTICE OF INTENTION TO MAKE A PROPOSAL OF URBANCORP
(WOODBINE) INC. and URBANCORP (BRIDLEPATH) INC.

Estate No.: 31-2114850
Court File No.: 31-2114850

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
IN BANKRUPTCY AND INSOLVENCY**

Proceeding commenced at Toronto

**NINTH REPORT
OF THE PROPOSAL TRUSTEE**

DAVIES WARD PHILLIPS & VINEBERG LLP
155 WELLINGTON STREET WEST
TORONTO, ON M5V 3J7

Robin B. Schwill (LSUC #384521)
Tel: 416.863.5502
Fax: 416.863.0871

Lawyers for Proposal Trustee

TAB 3

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) TUESDAY, THE 18TH
)
JUSTICE NEWBOULD) DAY OF OCTOBER, 2016

**IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF URBANCORP (WOODBINE) INC.,
URBANCORP (BRIDLEPATH) INC., THE TOWNHOUSES
OF HOGG'S HOLLOW INC., KING TOWNS INC.,
NEWTOWNS AT KINGTOWNS INC. AND DEAJA
PARTNER (BAY) INC. (COLLECTIVELY, THE
"APPLICANTS")**

**AND IN THE MATTER OF TCC/URBANCORP (BAY)
LIMITED PARTNERSHIP**

INITIAL ORDER

THIS APPLICATION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Ninth Report of KSV Kofman Inc. ("KSV") in its capacity as proposal trustee and as proposed monitor dated October ●, 2016 (the "**Ninth Report**") and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants, counsel for the proposed Monitor, and those other parties listed on the counsel slip, no one appearing for any other person although duly served as appears from the Affidavit of Service of ● sworn October ●, 2016, filed, on reading the consent of KSV to act as the Monitor (in such capacity, the "**Monitor**");

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS AND DECLARES** that the Applicants are companies to which the CCAA applies.
3. **THIS COURT ORDERS AND DECLARES** that although not an Applicant, TCC/Urbancorp (Bay) Limited Partnership (“**Bay LP**”) is a proper party to these proceedings and shall enjoy the benefits of the protections and authorizations provided by this Order (the Applicants together with Bay LP are hereinafter referred to as the “**Bay LP CCAA Entities**”).
4. **THIS COURT ORDERS AND DECLARES** that the proposal proceedings (the “**Proposal Proceedings**”) of each of Urbancorp (Bridlepath) Inc. (Estate No. 31-2114843) and Urbancorp (Woodbine) Inc. (Estate No. 31-2114850) (together, the “**Former NOI Entities**”) commenced under Part III of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”), be taken up and continued under the CCAA and that the provisions of Part III of the BIA shall have no further application to the NOI Entities.
5. **THIS COURT ORDERS AND DECLARES** that the court ordered Administration Charge and Sale Process Administration Charge granted in the Proposal Proceedings over the property of the Former NOI Entities be and are hereby terminated and discharged.

PLAN OF ARRANGEMENT

6. **THIS COURT ORDERS** that subject to the provisions of this Order, the Applicants shall have the authority to file, and may, subject to further order of this Court, file with this Court a plan or plans of compromise or arrangement (hereinafter referred to as the “**Plan**” or “**Plans**”) on behalf of all Bay LP CCAA Entities.

POSSESSION OF PROPERTY AND OPERATIONS

7. **THIS COURT ORDERS** that the Bay LP CCAA Entities shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind

whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, the Bay LP CCAA Entities shall continue to carry on business in a manner consistent with the preservation of their business (the “**Business**”) and Property. Subject to paragraph 20 hereof, the Bay LP CCAA Entities are authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively “**Assistants**”) currently retained or employed by them, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

8. **THIS COURT ORDERS** that the Bay LP CCAA Entities shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
- (b) the fees and disbursements of any Assistants retained or employed by the Bay LP CCAA Entities in respect of these proceedings, at their standard rates and charges.

9. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Bay LP CCAA Entities shall be entitled but not required to pay all reasonable expenses incurred by the Bay LP CCAA Entities in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Bay LP CCAA Entities following the date of this Order.

10. **THIS COURT ORDERS** that the Bay LP CCAA Entities shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, “**Sales Taxes**”) required to be remitted by the Bay LP CCAA Entities in connection with the sale of goods and services by the Bay LP CCAA Entities, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Bay LP CCAA Entities.

11. **THIS COURT ORDERS** that, except as specifically permitted herein or by further order of this Court, the Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by an Applicants to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

12. **THIS COURT ORDERS** that subject to paragraph 20 herein, the Bay LP CCAA Entities shall, subject to such requirements as are imposed by the CCAA, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, and to dispose of redundant or non-material assets not exceeding \$25,000 in any one transaction or \$100,000 in the aggregate; and
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate.

NO PROCEEDINGS AGAINST THE BAY LP CCAA ENTITIES OR THE PROPERTY

13. **THIS COURT ORDERS** that until and including November 17, 2016, or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the Bay LP CCAA Entities or the Monitor, or affecting the Business or the Property, except with the written consent of the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Bay LP CCAA Entities or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

14. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Bay LP CCAA Entities or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Bay LP CCAA Entities to carry on any business which the Bay LP CCAA Entities are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

15. **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right,

contract, agreement, licence or permit in favour of or held by the Bay LP CCAA Entities, except with the written consent of the Bay LP CCAA Entities and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

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

NON-DEROGATION OF RIGHTS

17. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Bay LP CCAA Entities. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

18. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Bay LP CCAA Entities with respect to any claim against the directors or officers that arose before the date hereof and that relates to any

obligations of the Bay LP CCAA Entities whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Bay LP CCAA Entities, if one is filed, is sanctioned by this Court or is refused by the creditors of the Bay LP CCAA Entities or this Court.

APPOINTMENT OF MONITOR

19. **THIS COURT ORDERS** that KSV is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Bay LP CCAA Entities with the powers and obligations set out in the CCAA or set forth herein and that the Bay LP CCAA Entities and their partners (general or limited), shareholders, officers, directors, and Assistants shall not take any steps with respect to the Bay LP CCAA Entities, the Business or the Property, save and except under the direction of the Monitor, pursuant to paragraph 20 of this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

20. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, and without altering in any way the powers, abilities, limitations and obligations of the Bay LP CCAA Entities within, or as a result of these proceedings, be and is hereby authorized, directed and empowered to:

- (a) cause the Bay LP CCAA Entities, or any one or more of them, to exercise rights under and observe its obligations under this Order;
- (b) conduct a claims process in respect of each of the Bay LP CCAA Entities approved by further order of the Court;
- (c) cause the Bay LP CCAA Entities to perform such other functions or duties as the Monitor considers necessary or desirable in order to facilitate or assist the Bay LP CCAA Entities in dealing with the Property;
- (d) cause the Bay LP CCAA Entities to administer the Property and operations of the Bay LP CCAA Entities, including the control of receipts and disbursements, as the

Monitor considers necessary or desirable for the purposes of completing any transaction, or for purposes of facilitating a Plan or Plans for some or all of the Bay LP CCAA Entities, or parts of the Business;

- (e) propose or cause the Applicants or any one or more of them to propose one or more Plans in respect of the Applicants or any one or more of them;
- (f) engage advisors or consultants or cause the Bay LP CCAA Entities to engage advisors or consultants as the Monitor deems necessary or desirable to carry out the terms of this Order or any other Order made in these proceedings or for the purposes of the Plan and such persons shall be deemed to be “Assistants” under this Order;
- (g) apply to this Court for any orders necessary or advisable to carry out its powers and obligations under this Order or any other Order granted by this Court including for advice and directions with respect to any matter;
- (h) meet and consult with the directors and partners of the Bay LP CCAA Entities as the Monitor deems necessary or appropriate;
- (i) meet with and direct management of the Bay LP CCAA Entities with respect to any of the foregoing including, without limitation, operational and restructuring matters;
- (j) monitor the Bay LP CCAA Entities’ receipts and disbursements;
- (k) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (l) hold and administer creditors’ or shareholders’ meetings for voting on the Plan or Plans;
- (m) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Bay LP CCAA Entities, to the extent that is necessary to adequately assess the Bay LP CCAA Entities’ business and financial affairs or to perform its duties arising under this Order;

- (n) be at liberty to engage legal counsel, real estate experts, or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (o) perform such other duties as are required by this Order or by this Court from time to time,

provided, however, that the Monitor shall comply with all applicable law and shall not have any authority or power to elect or to cause the election or removal of directors of any of the Bay LP CCAA Entities or any of their subsidiaries.

21. **THIS COURT ORDERS** that the Bay LP CCAA Entities and their advisors shall cooperate fully with the Monitor and any directions it may provide pursuant to this Order and shall provide the Monitor with such assistance as the Monitor may request from time to time to enable the Monitor to carry out its duties and powers as set out in this Order or any other Order of this Court under the CCAA or applicable law generally.

22. **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or the Property, or any part thereof and that nothing in this Order, or anything done in pursuance of the Monitor's duties and powers under this Order, shall deem the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation.

23. **THIS COURT ORDERS** that, without limiting the provisions herein, all employees of the Bay LP CCAA Entities shall remain employees of the Bay LP CCAA Entities until such time as the Bay LP CCAA Entities may terminate the employment of such employees. Nothing in this Order shall, in and of itself, cause the Monitor to be liable for any employee-related liabilities or duties, including, without limitation, wages, severance pay, termination pay, vacation pay and pension or benefit amounts, as applicable.

24. **THIS COURT ORDERS** that that the Monitor shall provide any creditor of the Bay LP CCAA Entities with information provided by the Bay LP CCAA Entities in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Bay LP CCAA Entities is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Bay LP CCAA Entities may agree.

25. **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

26. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Bay LP CCAA Entities shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Bay LP CCAA Entities as part of the costs of these proceedings. The Bay LP CCAA Entities are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Bay LP CCAA Entities and any Assistants retained by the Monitor on a weekly basis and, in addition, the Bay LP CCAA Entities are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Bay LP CCAA Entities and any Assistants retained by the Monitor, such reasonable retainers as may be requested to be held by them as security for payment of their respective fees and disbursements outstanding from time to time. The Bay LP CCAA Entities are also authorized and directed to pay the fees and disbursements of KSV as Proposal Trustee, the fees and disbursements of the

Proposal Trustee's counsel and the fees and disbursements of counsel to the Former NOI Entities up to the date of this Order in respect of the Proposal Proceedings of the Former NOI Entities.

27. **THIS COURT ORDERS** that KSV in its capacity as Monitor, its legal counsel, and counsel to the Bay LP CCAA Entities shall pass their accounts from time to time, and for this purpose the accounts of the Monitor, its legal counsel and counsel to the Bay LP CCAA Entities are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

28. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and the Bay LP CCAA Entities' counsel shall be entitled to the benefit of and are hereby granted a charge (the "**Administration Charge**") on the Property of the Former NOI Entities including, without limitation, the interest of Bay LP therein (the "**Charged Property**"), which charge shall not exceed an aggregate amount of \$250,000, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraph 30 hereof.

VALIDITY AND PRIORITY OF CHARGE CREATED BY THIS ORDER

29. **THIS COURT ORDERS** that the filing, registration or perfection of the Administration Charge shall not be required, and that the Administration Charge shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Administration Charge coming into existence, notwithstanding any such failure to file, register, record or perfect.

30. **THIS COURT ORDERS** that the Administration Charge shall rank as against the Charged Property in priority to all security interests, trusts, deemed trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**").

31. **THIS COURT ORDERS** that the Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Administration Charge (collectively, the "**Chargees**") thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or

any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Former NOI Entities or Bay LP , and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Administration Charge shall not create or be deemed to constitute a breach by the Former NOI Entities or Bay LP of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Administration Charge; and
- (c) the payments made pursuant to this Order, and the granting of the Administration Charge, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

SERVICE AND NOTICE

32. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in the Globe & Mail – Toronto Edition, a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Bay LP CCAA Entities of more than \$1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

33. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service->

protocol/) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL: <http://www.ksvadvisory.com/insolvency-cases-2/urbancorp/>.

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

GENERAL

35. **THIS COURT ORDERS** that the Bay LP CCAA Entities or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

36. **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Bay LP CCAA Entities, the Business or the Property.

37. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or elsewhere, to give effect to this Order and to assist the Bay LP CCAA Entities, the Monitor and their respective 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 Bay LP CCAA Entities and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign

proceeding, or to assist the Bay LP CCAA Entities and the Monitor and their respective agents in carrying out the terms of this Order.

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

39. **THIS COURT ORDERS** that any interested party (including the Bay LP CCAA Entities and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

40. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF URBANCORP (WOODBINE) INC., URBANCORP (BRIDLEPATH) INC., THE TOWNHOUSES OF HOGG'S HOLLOW INC., KING TOWNS INC., NEWTOWNS AT KING TOWNS INC. and DEAJA PARTNER (BAY) INC. (the "Applicants")
AND IN THE MATTER OF TCC/URBANCORP (BAY) LIMITED PARTNERSHIP

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

PROCEEDINGS COMMENCED AT TORONTO

INITIAL ORDER

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TAB 4

Court File No. _____; CV-16-11549-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE _____) _____ DAY, THE _____
_____) _____
JUSTICE _____) _____ DAY OF _____, 20__

THE HONOURABLE) TUESDAY, THE 18TH
_____) _____
JUSTICE NEWBOULD) DAY OF OCTOBER, 2016

**IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF [APPLICANT'S NAME] (the
"Applicant") URBANCORP (WOODBINE) INC.,
URBANCORP (BRIDLEPATH) INC., THE TOWNHOUSES
OF HOGG'S HOLLOW INC., KING TOWNS INC.,
NEWTOWNS AT KINGTOWNS INC. AND DEAJA
PARTNER (BAY) INC. (COLLECTIVELY, THE
"APPLICANTS")**

**AND IN THE MATTER OF TCC/URBANCORP (BAY)
LIMITED PARTNERSHIP**

INITIAL ORDER

THIS APPLICATION, made by the Applicant Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of [NAME] sworn [DATE] and the Exhibits thereto, Ninth Report of KSV Kofman Inc. ("KSV") in its capacity as proposal trustee and as proposed monitor dated October 1, 2016 (the "Ninth Report") and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for [NAMES] the Applicants, counsel for the proposed Monitor, and

those other parties listed on the counsel slip, no one appearing for [NAME]¹ any other person although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and Affidavit of Service of • sworn October •, 2016, filed, on reading the consent of [MONITOR'S NAME] KSV to act as the Monitor, (in such capacity, the "Monitor");

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated² so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. **THIS COURT ORDERS AND DECLARES** that the Applicant ~~is a~~ company Applicants are companies to which the CCAA applies.

3. **THIS COURT ORDERS AND DECLARES** that although not an Applicant, TCC/Urbancorp (Bay) Limited Partnership ("Bay LP") is a proper party to these proceedings and shall enjoy the benefits of the protections and authorizations provided by this Order (the Applicants together with Bay LP are hereinafter referred to as the "Bay LP CCAA Entities").

4. **THIS COURT ORDERS AND DECLARES** that the proposal proceedings (the "**Proposal Proceedings**") of each of Urbancorp (Bridlepath) Inc. (Estate No. 31-2114843) and Urbancorp (Woodbine) Inc. (Estate No. 31-2114850) (together, the "**Former NOI Entities**") commenced under Part III of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA"), be taken up and continued under the CCAA and that the provisions of Part III of the BIA shall have no further application to the NOI Entities.

5. **THIS COURT ORDERS AND DECLARES** that the court ordered Administration Charge and Sale Process Administration Charge granted in the Proposal Proceedings over the property of the Former NOI Entities be and are hereby terminated and discharged.

¹ Include names of secured creditors or other persons who must be served before certain relief in this model Order may be granted. See, for example, CCAA Sections 11.2(1), 11.3(1), 11.4(1), 11.51(1), 11.52(1), 32(1), 32(3), 33(2) and 36(2).

² If service is effected in a manner other than as authorized by the Ontario *Rules of Civil Procedure*, an order validating irregular service is required pursuant to Rule 16.08 of the *Rules of Civil Procedure* and may be granted in appropriate circumstances.

PLAN OF ARRANGEMENT

6. ~~3.~~ **THIS COURT ORDERS** that the ~~Applicants~~ subject to the provisions of this Order, the Applicants shall have the authority to file, and may, subject to further order of this Court, file with this Court a plan or plans of compromise or arrangement (hereinafter referred to as the "Plan") "**Plan**" or "**Plans**") on behalf of all Bay LP CCAA Entities.

POSSESSION OF PROPERTY AND OPERATIONS

7. ~~4.~~ **THIS COURT ORDERS** that the ~~Applicant~~ Bay LP CCAA Entities shall remain in possession and control of ~~its~~ their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "**Property**"). Subject to further Order of this Court, the ~~Applicant~~ Bay LP CCAA Entities shall continue to carry on business in a manner consistent with the preservation of ~~its~~ their business (the "**Business**") and Property. ~~The Applicant is~~ Subject to paragraph 20 hereof, the Bay LP CCAA Entities are authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "**Assistants**") currently retained or employed by ~~it~~ them, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

8. ~~5.~~ **[THIS COURT ORDERS** that the Applicant shall be entitled to continue to utilize the central cash management system³ currently in place as described in the Affidavit of [NAME] sworn [DATE] or replace it with another substantially similar central cash management system (the "Cash Management System") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicant of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicant, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash

³ This provision should only be utilized where necessary, in view of the fact that central cash management systems often operate in a manner that consolidates the cash of applicant companies. Specific attention should be paid to cross-border and inter-company transfers of cash.

Management System, an unaffected creditor under the Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.] **THIS COURT ORDERS** that the Bay LP CCAA Entities shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

~~6. THIS COURT ORDERS that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:~~

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and
- (b) the fees and disbursements of any Assistants retained or employed by the Applicant Bay LP CCAA Entities in respect of these proceedings, at their standard rates and charges.

~~7.~~ **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, the Applicant Bay LP CCAA Entities shall be entitled but not required to pay all reasonable expenses incurred by the Applicant Bay LP CCAA Entities in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicant Bay LP CCAA Entities following the date of this Order.

10. ~~8.~~ **THIS COURT ORDERS** that the Applicant Bay LP CCAA Entities shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) ~~Quebec Pension Plan~~, and (iv) iii) income taxes;
 - (b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicant Bay LP CCAA Entities in connection with the sale of goods and services by the Applicant Bay LP CCAA Entities, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and
 - (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.
- ~~9. THIS COURT ORDERS that until a real property lease is disclaimed [or resiliated]⁴ in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicant and the landlord from time to time ("Rent"), for the period commencing from and including the date of this Order, twice monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid. Bay LP CCAA Entities.~~

⁴The term "resiliate" should remain if there are leased premises in the Province of Quebec, but can otherwise be removed.

~~11. 10. THIS COURT ORDERS~~ that, except as specifically permitted herein or by further order of this Court, the ~~Applicant is~~ Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by ~~the Applicant~~ Applicants to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

~~12. 11. THIS COURT ORDERS~~ that the ~~Applicants~~ subject to paragraph 20 herein, the Bay LP CCAA Entities shall, subject to such requirements as are imposed by the CCAA ~~and such covenants as may be contained in the Definitive Documents (as hereinafter defined)~~, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, ~~{and to dispose of redundant or non-material assets not exceeding \$•25,000 in any one transaction or \$•100,000 in the aggregate}~~⁵; and
- (b) ~~{terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate}; and,~~
- ~~(c) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,~~

~~all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business (the "Restructuring").~~

~~12. THIS COURT ORDERS~~ that the Applicant shall provide each of the relevant landlords with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any

⁵ Section 36 of the amended CCAA does not seem to contemplate a pre-approved power to sell (see subsection 36(3)) and moreover requires notice (subsection 36(2)) and evidence (subsection 36(7)) that may not have occurred or be available at the initial CCAA hearing.

~~applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days notice to such landlord and any such secured creditors. If the Applicant disclaims [or resiliates] the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer [or resiliation] of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.~~

~~13. THIS COURT ORDERS that if a notice of disclaimer [or resiliation] is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer [or resiliation], the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer [or resiliation], the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.~~

NO PROCEEDINGS AGAINST THE APPLICANT BAY LP CCAA ENTITIES OR THE PROPERTY

~~13.~~ 14. ~~THIS COURT ORDERS~~ that until and including [~~DATE~~ MAX. 30 DAYS], November 17, 2016, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court or tribunal (each, a "Proceeding") shall be commenced or continued against or in respect of the Applicant Bay LP CCAA Entities or the Monitor, or affecting the Business or the Property, except with the written consent of ~~the Applicant and the Monitor~~, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant Bay LP CCAA Entities or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

14. ~~15.~~ ~~THIS COURT ORDERS~~ that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the

foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Applicant Bay LP CCAA Entities or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of ~~the Applicant and the Monitor~~, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant Bay LP CCAA Entities to carry on any business which the Applicant Bay LP CCAA Entities are not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

15. ~~16.~~ **THIS COURT ORDERS** that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicant Bay LP CCAA Entities, except with the written consent of the Applicant Bay LP CCAA Entities and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

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

NON-DEROGATION OF RIGHTS

~~17.~~ ~~18.~~ **THIS COURT ORDERS** that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the ~~Applicant~~ Bay LP CCAA Entities. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.⁶

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

~~18.~~ ~~19.~~ **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the ~~Applicant~~ Bay LP CCAA Entities with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the ~~Applicant~~ Bay LP CCAA Entities whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the ~~Applicant~~ Bay LP CCAA Entities, if one is filed, is sanctioned by this Court or is refused by the creditors of the ~~Applicant~~ Bay LP CCAA Entities or this Court.

~~DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE~~

~~20.~~ ~~THIS COURT ORDERS~~ that the ~~Applicant~~ shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the ~~Applicant~~ after the commencement of the within proceedings,⁷ except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

⁶ This non-derogation provision has acquired more significance due to the recent amendments to the CCAA, since a number of actions or steps cannot be stayed, or the stay is subject to certain limits and restrictions. See, for example, CCAA Sections 11.01, 11.04, 11.06, 11.07, 11.08, 11.1(2) and 11.5(1).

⁷ The broad indemnity language from Section 11.51 of the CCAA has been imported into this paragraph. The granting of the indemnity (whether or not secured by a Directors' Charge), and the scope of the indemnity, are discretionary matters that should be addressed with the Court.

21. ~~THIS COURT ORDERS~~ that the directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge")⁸ on the Property, which charge shall not exceed an aggregate amount of \$●, as security for the indemnity provided in paragraph [20] of this Order. The Directors' Charge shall have the priority set out in paragraphs [38] and [40] herein.

22. ~~THIS COURT ORDERS~~ that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicant's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph [20] of this Order.

APPOINTMENT OF MONITOR

19. ~~23.~~ **THIS COURT ORDERS** that [MONITOR'S NAME]KSV is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant Bay LP CCAA Entities with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its Bay LP CCAA Entities and their partners (general or limited), shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant not take any steps with respect to the Bay LP CCAA Entities, the Business or the Property, save and except under the direction of the Monitor, pursuant to paragraph 20 of this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

20. ~~24.~~ **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby and without altering in any way the powers, abilities, limitations and obligations of the Bay LP CCAA Entities within, or as a result of these proceedings, be and is hereby authorized, directed and empowered to:

- (a) cause the Bay LP CCAA Entities, or any one or more of them, to exercise rights under and observe its obligations under this Order;

⁸ Section 11.51(3) provides that the Court may not make this security/charging order if in the Court's opinion the Applicant could obtain adequate indemnification insurance for the director or officer at a reasonable cost.

- (b) conduct a claims process in respect of each of the Bay LP CCAA Entities approved by further order of the Court;
- (c) cause the Bay LP CCAA Entities to perform such other functions or duties as the Monitor considers necessary or desirable in order to facilitate or assist the Bay LP CCAA Entities in dealing with the Property;
- (d) cause the Bay LP CCAA Entities to administer the Property and operations of the Bay LP CCAA Entities, including the control of receipts and disbursements, as the Monitor considers necessary or desirable for the purposes of completing any transaction, or for purposes of facilitating a Plan or Plans for some or all of the Bay LP CCAA Entities, or parts of the Business;
- (e) propose or cause the Applicants or any one or more of them to propose one or more Plans in respect of the Applicants or any one or more of them;
- (f) engage advisors or consultants or cause the Bay LP CCAA Entities to engage advisors or consultants as the Monitor deems necessary or desirable to carry out the terms of this Order or any other Order made in these proceedings or for the purposes of the Plan and such persons shall be deemed to be "Assistants" under this Order;
- (g) apply to this Court for any orders necessary or advisable to carry out its powers and obligations under this Order or any other Order granted by this Court including for advice and directions with respect to any matter;
- (h) meet and consult with the directors and partners of the Bay LP CCAA Entities as the Monitor deems necessary or appropriate;
- (i) meet with and direct management of the Bay LP CCAA Entities with respect to any of the foregoing including, without limitation, operational and restructuring matters;
- (j) (a) monitor the Applicant's Bay LP CCAA Entities' receipts and disbursements;
- (k) (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

- (e) ~~assist the Applicant, to the extent required by the Applicant, in its dissemination, to the DIP Lender and its counsel on a [TIME INTERVAL] basis of financial and other information as agreed to between the Applicant and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;~~
- (d) ~~advise the Applicant in its preparation of the Applicant's cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than [TIME INTERVAL], or as otherwise agreed to by the DIP Lender;~~
- (e) ~~advise the Applicant in its development of the Plan and any amendments to the Plan;~~
- (f) ~~assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;~~
- (l) hold and administer creditors' or shareholders' meetings for voting on the Plan or Plans;
- (m) (g) ~~have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant~~Bay LP CCAA Entities, to the extent that is necessary to adequately assess the Applicant'sBay LP CCAA Entities' business and financial affairs or to perform its duties arising under this Order;
- (n) (h) ~~be at liberty to engage independent legal counsel, real estate experts, or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and~~
- (o) (i) ~~perform such other duties as are required by this Order or by this Court from time to time.~~

provided, however, that the Monitor shall comply with all applicable law and shall not have any authority or power to elect or to cause the election or removal of directors of any of the Bay LP CCAA Entities or any of their subsidiaries.

21. THIS COURT ORDERS that the Bay LP CCAA Entities and their advisors shall cooperate fully with the Monitor and any directions it may provide pursuant to this Order and shall provide the Monitor with such assistance as the Monitor may request from time to time to enable the Monitor to carry out its duties and powers as set out in this Order or any other Order of this Court under the CCAA or applicable law generally.

22. ~~25.~~ **THIS COURT ORDERS** that the Monitor shall not take possession of the Property and shall ~~take no part whatsoever in the management or supervision of the management of the Business and~~ shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or the Property, or any part thereof. ~~26.~~ ~~THIS COURT ORDERS~~ that nothing herein contained shall require and that nothing in this Order, or anything done in pursuance of the Monitor's duties and powers under this Order, shall deem the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. ~~The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.~~

23. THIS COURT ORDERS that, without limiting the provisions herein, all employees of the Bay LP CCAA Entities shall remain employees of the Bay LP CCAA Entities until such time as the Bay LP CCAA Entities may terminate the employment of such employees. Nothing in this Order shall, in and of itself, cause the Monitor to be liable for any employee-related liabilities or duties, including, without limitation, wages, severance pay, termination pay, vacation pay and pension or benefit amounts, as applicable.

24. ~~27.~~ **THIS COURT ORDERS** that that the Monitor shall provide any creditor of the Applicant and the DIP Lender Bay LP CCAA Entities with information provided by the Applicant Bay LP CCAA Entities in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant Bay LP CCAA Entities is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant Bay LP CCAA Entities may agree.

25. ~~28.~~ **THIS COURT ORDERS** that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

26. ~~29.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicant Bay LP CCAA Entities shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicant Bay LP CCAA Entities as part of the costs of these proceedings. The Applicant is Bay LP CCAA Entities are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a [TIME INTERVAL] Bay LP CCAA Entities and any Assistants retained by the Monitor on a weekly basis and, in addition, the Applicant is Bay LP CCAA Entities are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant Bay LP CCAA Entities and any Assistants retained by the Monitor, such reasonable retainers in the amount[s] of \$● [-, respectively,] as may be requested to be held by them as security for payment of their respective fees and disbursements outstanding from time to time. The Bay LP CCAA Entities are also authorized and directed to pay the fees and disbursements of KSV as Proposal Trustee, the fees and disbursements of the Proposal Trustee's counsel and the fees and disbursements of counsel to the Former NOI Entities up to the date of this Order in respect of the Proposal Proceedings of the Former NOI Entities.

~~27.~~ ~~30.~~ **THIS COURT ORDERS** that ~~the~~KSV in its capacity as Monitor ~~and,~~ its legal counsel, and counsel to the Bay LP CCAA Entities shall pass their accounts from time to time, and for this purpose the accounts of the Monitor ~~and,~~ its legal counsel and counsel to the Bay LP CCAA Entities are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

~~28.~~ ~~31.~~ **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, ~~if any,~~ and the Applicant's Bay LP CCAA Entities' counsel shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on the Property of the Former NOI Entities including, without limitation, the interest of Bay LP therein (the "Charged Property"), which charge shall not exceed an aggregate amount of \$~~●~~, 250,000, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs ~~[38]~~ and ~~[40]~~ paragraph 30 hereof.

DIP FINANCING

~~32.~~ ~~THIS COURT ORDERS~~ that the Applicant is hereby authorized and empowered to obtain and borrow under a credit facility from ~~[DIP LENDER'S NAME]~~ (the "DIP Lender") in order to finance the Applicant's working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed \$~~●~~ unless permitted by further Order of this Court.

~~33.~~ ~~THIS COURT ORDERS THAT~~ such credit facility shall be on the terms and subject to the conditions set forth in the commitment letter between the Applicant and the DIP Lender dated as of ~~[DATE]~~ (the "Commitment Letter"), filed.

~~34.~~ ~~THIS COURT ORDERS~~ that the Applicant is hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "Definitive Documents"), as are contemplated by the Commitment Letter or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicant is hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the

~~DIP Lender under and pursuant to the Commitment Letter and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order.~~

~~35. THIS COURT ORDERS that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "DIP Lender's Charge") on the Property, which DIP Lender's Charge shall not secure an obligation that exists before this Order is made. The DIP Lender's Charge shall have the priority set out in paragraphs [38] and [40] hereof.~~

~~36. THIS COURT ORDERS that, notwithstanding any other provision of this Order:~~

- ~~(a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;~~
- ~~(b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon ● days notice to the Applicant and the Monitor, may exercise any and all of its rights and remedies against the Applicant or the Property under or pursuant to the Commitment Letter, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Applicant and set off and/or consolidate any amounts owing by the DIP Lender to the Applicant against the obligations of the Applicant to the DIP Lender under the Commitment Letter, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicant and for the appointment of a trustee in bankruptcy of the Applicant; and~~
- ~~(c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicant or the Property.~~

~~37. THIS COURT ORDERS AND DECLARES that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicant under the CCAA, or~~

any proposal filed by the Applicant under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"), with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF ~~CHARGES~~CHARGE CREATED BY THIS ORDER

38. ~~THIS COURT ORDERS that the priorities of the Directors' Charge, the Administration Charge and the DIP Lender's Charge, as among them, shall be as follows⁹:~~

~~First Administration Charge (to the maximum amount of \$●);~~

~~Second DIP Lender's Charge; and~~

~~Third Directors' Charge (to the maximum amount of \$●).~~

29. ~~39. THIS COURT ORDERS that the filing, registration or perfection of the Directors' Charge, the Administration Charge or the DIP Lender's Charge (collectively, the "Charges") shall not be required, and that the Charges~~Administration Charge ~~shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges~~Administration Charge ~~coming into existence, notwithstanding any such failure to file, register, record or perfect.~~

30. ~~40. THIS COURT ORDERS that each of the Directors' Charge, the Administration Charge and the DIP Lender's Charge (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank~~shall rank as against the Charged Property ~~in priority to all other security interests, trusts, deemed trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "Encumbrances") in favour of any Person~~").

31. ~~41. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or pari passu with, any of the Directors' Charge, the Administration Charge or the DIP Lender's Charge, unless the Applicant also obtains the prior~~

⁹The ranking of these Charges is for illustration purposes only, and is not meant to be determinative. This ranking may be subject to negotiation, and should be tailored to the circumstances of the case before the Court. Similarly, the quantum and caps applicable to the Charges should be considered in each case. Please also note that the CCAA now permits Charges in favour of critical suppliers and others, which should also be incorporated into this Order (and the rankings, above), where appropriate.

~~written consent of the Monitor, the DIP Lender and the beneficiaries of the Directors' Charge and the Administration Charge, or further Order of this Court. 42.~~ THIS COURT ORDERS that the ~~Directors' Charge, the Administration Charge, the Commitment Letter, the Definitive Documents and the DIP Lender's~~ the Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the ~~Charges~~ Administration Charge (collectively, the **"Chargees"**) ~~and/or the DIP Lender's~~) thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an **"Agreement"**) which binds the ~~Applicant~~ Former NOI Entities or Bay LP, and notwithstanding any provision to the contrary in any Agreement:

- (a) ~~neither the creation of the Charges nor the execution, delivery, perfection, registration or performance of the Commitment Letter or the Definitive Documents shall~~ Administration Charge shall not create or be deemed to constitute a breach by the ~~Applicant~~ Former NOI Entities or Bay LP of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the ~~Applicant entering into the Commitment Letter, the creation of the Charges, or the execution, delivery or performance of the Definitive Documents~~ Administration Charge; and
- (c) the payments made by the ~~Applicant~~ pursuant to this Order, the ~~Commitment Letter or the Definitive Documents~~, and the granting of the ~~Charges~~ Administration Charge, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

43. ~~THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicant's interest in such real property leases.~~

SERVICE AND NOTICE

~~32.~~ 44. **THIS COURT ORDERS** that the Monitor shall (i) without delay, publish in ~~[newspapers specified by the Court]~~the Globe & Mail – Toronto Edition. a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicant Bay LP CCAA Entities of more than \$1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

~~33.~~ 45. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website

at ~~http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/~~
~~http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/~~

) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL-
 ‘@’: ~~http://www.ksvadvisory.com/insolvency-cases-2/urbancorp/~~

~~34.~~ 46. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicant Bay LP CCAA Entities and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Applicant's Bay LP CCAA Entities’ creditors or other interested parties at their respective addresses as last shown on the records of the Applicant Bay LP CCAA Entities and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next

business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

35. ~~47.~~ **THIS COURT ORDERS** that the Applicant Bay LP CCAA Entities or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

36. ~~48.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant Bay LP CCAA Entities, the Business or the Property.

37. ~~49.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or ~~in the United States elsewhere~~, to give effect to this Order and to assist the Applicant Bay LP CCAA Entities, the Monitor and their respective 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 Applicant Bay LP CCAA Entities and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant Bay LP CCAA Entities and the Monitor and their respective agents in carrying out the terms of this Order.

38. ~~50.~~ **THIS COURT ORDERS** that each of the Applicant Bay LP CCAA Entities and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

39. ~~51.~~ **THIS COURT ORDERS** that any interested party (including the Applicant Bay LP CCAA Entities and the Monitor) may apply to this Court to vary or amend this Order on not less

than seven (7) days' notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

40. ~~52.~~ **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF URBANCORP (WOODBINE) INC., URBANCORP (BRIDLEPATH) INC., THE TOWNHOUSES OF HOGG'S HOLLOW INC., KING TOWNS INC., NEWTOWNS AT KING TOWNS INC. and DEAJA PARTNER (BAY) INC. (the "Applicants")

AND IN THE MATTER OF ICC/URBANCORP (BAY) LIMITED PARTNERSHIP

ONTARIO

SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

INITIAL ORDER

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Lawyers for the Applicants

TAB 5

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF URBANCORP (WOODBINE) INC.,
URBANCORP (BRIDLEPATH) INC., THE TOWNHOUSES OF
HOGG'S HOLLOW INC., KING TOWNS INC., NEWTOWNS AT
KING TOWNS INC. AND DEAJA PARTNER (BAY) INC. (THE
"APPLICANTS")

AND IN THE MATTER OF TCC/URBANCORP (BAY) LIMITED
PARTNERSHIP

CONSENT TO ACT AS MONITOR

KSV KOFMAN INC. hereby consents to act as *Companies' Creditors Arrangement Act*
Monitor in respect of the Applicants and TCC/Urbancorp (Bay) Limited Partnership.

DATED: October 11, 2016

KSV KOFMAN INC.

Per: Robert Kofman, President

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF URBANCORP (WOODBINE) INC., URBANCORP
(BRIDLEPATH) INC., THE TOWNHOUSES OF HOGG'S HOLLOW INC., KING TOWNS INC., NEWTOWNS AT KINGTOWNS INC. and
DEAJA PARTNER (BAY) INC. (the "Applicants")
AND IN THE MATTER OF TCC/URBANCORP (BAY) LIMITED PARTNERSHIP

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDINGS COMMENCED AT TORONTO

CONSENT TO ACT AS MONITOR

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Lawyers for the Applicants

TAB 6

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.) TUESDAY, THE 18TH
)
JUSTICE NEWBOULD) DAY OF OCTOBER, 2016
)
)

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF URBANCORP (WOODBINE) INC. AND URBANCORP (BRIDLEPATH) INC., THE TOWNHOUSES OF HOGG'S HOLLOW INC., KING TOWNS INC., NEWTOWNS AT KINGTOWNS INC. AND DEAJA PARTNER (BAY) INC. (COLLECTIVELY, THE "APPLICANTS")

AND IN THE MATTER OF TCC/URBANCORP (BAY) LIMITED PARTNERSHIP

CLAIMS PROCEDURE ORDER

THIS APPLICATION, made by the Applicants and TCC/Urbancorp (Bay) Limited Partnership (collectively, the "**Bay CCAA Entities**", and each individually a "**Bay CCAA Entity**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. c-36, as amended (the "**CCAA**") for an order establishing a claims procedure for the identification and quantification of certain claims against (i) the Bay CCAA Entities and (ii) the current and former directors and officers of the Bay CCAA Entities, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report of KSV Kofman Inc. in its capacity as the proposal trustee of Urbancorp (Woodbine) Inc. and Urbancorp (Bridlepath) Inc. dated October ■,

2016 (the "**Report**"), and on hearing the submissions of respective counsel for KSV Kofman Inc. (as proposal trustee and proposed monitor), the Bay CCAA Entities and such other counsel as were present, no one else appearing although duly served as appears from the Affidavit of Service as filed:

SERVICE

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

DEFINITIONS AND INTERPRETATION

2. **THIS COURT ORDERS** that any capitalized term used and not defined herein shall have the meaning ascribed thereto in the Initial Order in these proceedings dated October 18, 2016, as amended, restated, supplemented and/or modified from time to time (the "**Initial Order**").

3. For the purposes of this Order the following terms shall have the following meanings:

- (a) "**Assessments**" means Claims of Her Majesty the Queen in Right of Canada or of any Province or Territory or Municipality or any other taxation authority in any Canadian or foreign jurisdiction, including, without limitation, amounts which may arise or have arisen under any notice of assessment, notice of objection, notice of reassessment, notice of appeal, audit, investigation, demand or similar request from any taxation authority;

- (b) **"Bay CCAA Proceedings"** means the CCAA proceedings commenced by the Bay CCAA Entities in the Court under Court File No. CV-16-11549-00CL;
- (c) **"Business Day"** means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (d) **"Claim"** means:
 - (i) any right or claim of any Person against any of the Bay CCAA Entities, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of any such Bay CCAA Entities in existence on the Filing Date, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessments and any right or ability of any Person to advance a claim for contribution or indemnity or otherwise against any of the Bay CCAA Entities with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation is based in whole or in part on

facts that existed prior to the Filing Date, including for greater certainty any claim against any of the Bay CCAA Entities for indemnification by any Director or Officer in respect of a D&O Claim (each, a "**Pre-Filing Claim**", and collectively, the "**Pre-Filing Claims**");

- (ii) any right or claim of any Person against any of the Bay CCAA Entities in connection with any indebtedness, liability or obligation of any kind whatsoever owed by any such Bay CCAA Entity to such Person arising out of the restructuring, disclaimer, resiliation, repudiation, rescinding, termination or breach by such Bay CCAA Entity on or after the Filing Date of any contract, lease or other agreement whether written or oral (each, a "**Restructuring Period Claim**", and collectively, the "**Restructuring Period Claims**"); and
- (iii) any right or claim of any Person against one or more of the Directors and/or Officers howsoever arising, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessments and any right or ability of any Person to advance a claim for contribution, indemnity or otherwise against any of the Directors and/or Officers with respect to any matter,

action, cause or chose in action, whether existing at present arising or commenced in the future, for which any Director or Officer is alleged to be, by statute or otherwise by law or equity, liable to pay in his or her capacity as a Director or Officer (each a "**D&O Claim**", and collectively, the "**D&O Claims**"),

provided however that in any case "**Claim**" shall not include an Excluded Claim, but for greater certainty, shall include any Claim arising through subrogation against any Bay CCAA Entity or Director or Officer;

- (e) "**Claimant**" means a Person asserting a Pre-Filing Claim or a Restructuring Period Claim (including in each case, for greater certainty, an Inter-CCAA Entity Claim) against the Bay CCAA Entities, or any of them, and a Person asserting a D&O Claim against any of the Directors or Officers of any of the Bay CCAA Entities;
- (f) "**Claims Bar Date**" means 5:00 p.m. on November 23, 2016;
- (g) "**Claims Officer**" means the individuals designated by the Court pursuant to paragraph 42 of this Order;
- (h) "**Claims Package**" means the document package which shall be disseminated by the Monitor to any potential Claimant in accordance with the terms of this Order and shall consist of a copy of this Order (without schedules) and such other materials as the Monitor, in consultation with the Bay CCAA Entities, may consider appropriate;

- (i) **"Claims Process"** means the procedures outlined in this Order in connection with the assertion of Claims against the Bay CCAA Entities and/or the Directors and Officers;
- (j) **"Court"** means the Ontario Superior Court of Justice (Commercial List);
- (k) **"Cumberland CCAA Entities"** means all of the CCAA Entities as defined in the initial order of this Court made in Court File No. CV-16-11389-00CL on May 18, 2016 and as listed on Schedule "A" hereto, and each individually is defined as a **"Cumberland CCAA Entity"**;
- (l) **"D&O Claim Instruction Letter"** means the letter containing instructions for completing the D&O Proof of Claim form, substantially in the form attached as Schedule "B" hereto;
- (m) **"D&O Proof of Claim"** means the proof of claim referred to herein to be filed by Claimants in connection with any D&O Claim, substantially in the form attached hereto as Schedule "C" hereto, which shall include all supporting documentation in respect of such D&O Claim;
- (n) **"Director"** means anyone who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or *de facto* director of any of the CCAA Entities, in such capacity;
- (o) **"Excluded Claim"** means any:
 - (i) Claim secured by the Administration Charge; and

- (ii) Claim enumerated in sections 5.1(2) and 19(2) of the CCAA;
- (p) **"Filing Date"** means April 25, 2016 with respect to Urbancorp (Woodbine) Inc. and Urbancorp (Bridlepath) Inc. and October 18, 2016 with respect to all of the other Bay CCAA Entities;
- (q) **"Home Buyer"** means any Person who is a party to a Home Buyer Agreement which has been terminated, disclaimed, resiliated, repudiated, rescinded or fundamentally breached in the context of these Bay CCAA Proceedings;
- (r) **"Home Buyer Agreement"** means any agreement of purchase and sale with a Bay CCAA Entity for a portion of the lands owned by the relevant Bay CCAA Entity on which was to be constructed a dwelling unit (such as a free-hold town home) as described and provided for in such agreement;
- (s) **"Home Buyer Claim Notice"** means the notice provided by the Monitor to Home Buyers setting out the Monitor's determination of the Home Buyer's Restructuring Period Claim arising as a result of the termination, disclaimer, resiliation, repudiation, rescinding or fundamental breach of the corresponding Home Buyer Agreement, which notice shall be substantially in the form attached as Schedule "D" hereto;
- (t) **"Home Buyer Objection Notice"** means the form substantially in the form attached as Schedule "E" hereto;

- (u) **"Inter-CCAA Entity Claim"** means any Claim of any Bay CCAA Entity against any other Bay CCAA Entity and any claim of any Cumberland CCAA Entity against any Bay CCAA Entity;
- (v) **"Meetings"** and each a **"Meeting"** means a meeting of the creditors of the Bay CCAA Entities called for the purpose of considering and voting in respect of a Plan;
- (w) **"Monitor's Inter-CCAA Entity Claims Report"** shall have the meaning set out in paragraph 39 herein;
- (x) **"Monitor's Website"** means <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>;
- (y) **"Notice to Claimants"** means the notice for publication by the Monitor as described in paragraph 15 herein, substantially in the form attached as Schedule "F" hereto;
- (z) **"Notice of Dispute of Revision or Disallowance"** means the form substantially in the form attached as Schedule "G" hereto;
- (aa) **"Notice of Revision or Disallowance"** means the form substantially in the form attached as Schedule "H" hereto;
- (bb) **"Officer"** means anyone who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer or *de facto* officer of any of the Bay CCAA Entities, in such capacity;

- (cc) "**Order**" means this Claims Procedure Order;
- (dd) "**Person**" means any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust (including a real estate investment trust), unincorporated organization, joint venture, government or any agency or instrumentality thereof or any other entity;
- (ee) "**Plan**" means any proposed plan of compromise or arrangement that may be filed in respect of any or all of the Bay CCAA Entities pursuant to the CCAA as the same may be amended, supplemented or restated from time to time in accordance the terms thereof;
- (ff) "**Proof of Claim**" means the proof of claim referred to herein to be filed by Claimants in respect of Pre-Filing Claims and Restructuring Period Claims (excluding, in each case, an Inter-CCAA Entity Claim), substantially in the form attached hereto as Schedule "I" hereto, which shall include all supporting documentation in respect of such Claim;
- (gg) "**Proof of Claim Instruction Letter**" means the letter containing instructions for completing the Proof of Claim form, substantially in the form attached as Schedule "J" hereto; and
- (hh) "**Restructuring Period Claims Bar Date**" means, in respect of a Restructuring Period Claim, the later of (i) thirty (30) days after the date on which the Monitor sends a Claims Package with respect to a Restructuring

Period Claim or, where applicable, a Home Buyer Claim Notice and (ii) the Claims Bar Date.

4. **THIS COURT ORDERS** that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein, and any reference to an event occurring on a day that is not a Business Day shall mean the next following day that is a Business Day.

5. **THIS COURT ORDERS** that all references to the word "including" shall mean "including without limitation", all references to the singular herein include the plural, the plural include the singular, and any gender includes all genders.

GENERAL PROVISIONS

6. **THIS COURT ORDERS** that any Claim denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon exchange rate in effect at the Filing Date.

7. **THIS COURT ORDERS** that notwithstanding any other provisions of this Order, the solicitation by the Monitor or the Bay CCAA Entities of Proofs of Claim and D&O Proofs of Claim, the delivery to any Home Buyer of a Home Buyer Claim Notice, and the filing by any Claimant of any Proof of Claim or D&O Proof of Claim shall not, for that reason only, grant any person any standing in the Bay CCAA Proceedings or rights under any Plan.

8. **THIS COURT ORDERS** that the Monitor is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms delivered hereunder are completed and executed and the time in which they are submitted, and may, where the Monitor is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order, including in respect of the completion, execution and time of delivery of such forms.

9. **THIS COURT ORDERS** that amounts claimed in Assessments issued after the Filing Date shall be subject to this Order and there shall be no presumption of validity or deeming of the amount due in respect of the Claim set out in any Assessment where such Assessment was issued after the Filing Date.

MONITOR'S ROLE

10. **THIS COURT ORDERS** that, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA, the Initial Order and any other orders of the Court in the Bay CCAA Proceedings, the Monitor is hereby directed and empowered to implement the Claims Process set out herein, including completing and delivering Home Buyer Claim Notices and preparing the Monitor's Inter-CCAA Entity Claims Report, and to take such other actions and fulfill such other roles as are authorized by this Order or incidental thereto.

11. **THIS COURT ORDERS** that the Monitor (i) shall have all of the protections given to it by the CCAA, the Initial Order, any other orders of the Court in the Bay CCAA Proceedings, and this Order, or as an officer of the Court, including the stay of proceedings in its favour; (ii) shall incur no liability or obligation as a result of the

carrying out of the provisions of this Order, other than in respect of its gross negligence or wilful misconduct; (iii) shall be entitled to rely on the books and records of the Bay CCAA Entities and any information provided by the Bay CCAA Entities, all without independent investigation, provided that any Inter-CCAA Entity Claim is subject to independent investigation by the Monitor as provided in paragraph 39 herein; (iv) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information, including in respect of the preparation and delivery of Home Buyer Claim Notices and the Monitor's Inter-CCAA Entity Claims Report; and (v) may seek such assistance as may be reasonably required to carry out its duties and obligations pursuant to this Order.

12. **THIS COURT ORDERS** that the Bay CCAA Entities and their current and former shareholders, Officers, Directors, employees, agents and representatives shall fully cooperate with the Monitor in the exercise of its powers and discharge of its duties and obligations under this Order.

NOTICE TO CLAIMANTS

13. **THIS COURT ORDERS** that as soon as practicable, but no later than 5:00 p.m. on October 25, 2016, the Monitor shall cause a Claims Package to be sent to:

- (a) Each party that appears on the Service List or has requested a Claims Package; and
- (b) All known Claimants (other than the Bay CCAA Entities and the Cumberland CCAA Entities), as evidenced by the books and records of

the Bay CCAA Entities at their respective last known addressees as recorded in the Bay CCAA Entities' books and records.

14. **THIS COURT ORDERS** that the Monitor shall cause the Notice to Claimants to be published for at least two (2) Business Days in The Globe and Mail (National Edition), by no later than 5:00 p.m. on October 25, 2016.

15. **THIS COURT ORDERS** that the Monitor shall cause the Notice to Claimants and the Claims Package to be posted to the Monitor's Website by no later than 5:00 p.m. on October 20, 2016.

16. **THIS COURT ORDERS** that to the extent any Claimant requests documents or information relating to the Claims Process prior to the Claims Bar Date or if the Bay CCAA Entities or the Monitor become aware of any further Claims, the Monitor shall forthwith send such Claimant a Claims Package, direct such Claimant to the documents posted on the Monitor's Website or otherwise respond to the request for documents or information as the Monitor may consider appropriate in the circumstances.

17. **THIS COURT ORDERS** that the Claims Process and the forms of Notice to Claimants, Home Buyer Claim Notice, Home Buyer Objection Notice, Proof of Claim Instruction Letter, D&O Claim Instruction Letter, Proof of Claim, D&O Proof of Claim, Notice of Revision or Disallowance and Notice of Dispute of Revision or Disallowance are hereby approved. Notwithstanding the foregoing, the Monitor may, from time to time, make minor non-substantive changes to the forms as the Monitor, in its sole discretion, may consider necessary or desirable.

18. **THIS COURT ORDERS** that the sending of the Claims Package to the Claimants and the publication of the Notice to Claimants, in accordance with this Order, and the completion of the other requirements of this Order, shall constitute good and sufficient service and delivery of notice of this Order, the Claims Bar Date and the Restructuring Period Claims Bar Date on all Persons who may be entitled to receive notice and who may wish to assert a Claim, and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

HOME BUYER CLAIMS

19. **THIS COURT ORDERS** that, notwithstanding anything else in this Order, Home Buyers are not required to file a Proof of Claim for any Restructuring Period Claim that they may have as a result of the termination, disclaimer, resiliation, repudiation, rescinding or fundamental breach of their Home Buyer Agreement in the context of these Bay CCAA Proceedings. Any such claim shall be determined by the Monitor and set out in a Home Buyer Claim Notice which the Monitor shall send to the relevant Home Buyer.

20. **THIS COURT ORDERS** that a Home Buyer Claim Notice together with the form of Home Buyer Objection Notice shall be included in any Claims Package sent to a Home Buyer.

21. **THIS COURT ORDERS** that if a Home Buyer intends to object to his or her Restructuring Period Claim as determined by the Monitor and set out in the Home Buyer Claim Notice, then the Home Buyer must deliver a completed Home Buyer

Objection Notice, together with the reasons for such objection, to the Monitor on or before the Restructuring Period Claims Bar Date, unless otherwise ordered by this Court.

22. **THIS COURT ORDERS** that if the Monitor does not receive a Home Buyer Objection Notice by the date required in paragraph 21 herein, then the Home Buyer's Restructuring Period Claim shall be deemed to have been accepted as set out in the relevant Home Buyer Claim Notice and such Home Buyer shall have no further right to dispute same.

23. **THIS COURT ORDERS** that, in the event that an objection raised in a Home Buyer Objection Notice is not settled within a time period or in a manner satisfactory to the Monitor, in consultation with the Bay CCAA Entities, the Monitor shall refer the objection raised in the Home Buyer Objection Notice to a Claims Officer or the Court for adjudication at the Monitor's election.

24. **THIS COURT ORDERS** that any Home Buyer who believes that he or she has any Claim in addition to the Restructuring Period Claim as set out in its Home Buyer Claim Notice, or has not received a Home Buyer Claim Notice, is required to file a Proof of Claim or D&O Proof of Claim, as applicable, in accordance with the terms of this Order.

FILING OF PROOFS OF CLAIM

(A) Pre-Filing Claims

25. **THIS COURT ORDERS** that any Claimant that intends to assert a Pre-Filing Claim or D&O Claim shall file a Proof of Claim or D&O Proof of Claim, as applicable, with the Monitor on or before the Claims Bar Date. For the avoidance of doubt, a Proof of Claim or D&O Proof of Claim, as applicable, must be filed by every Claimant in respect of every Pre-Filing Claim or D&O Claim, regardless of whether or not a legal proceeding in respect of such Pre-Filing Claim or D&O Claim has been previously commenced.

26. **THIS COURT ORDERS** that any Claimant that does not file a Proof of Claim or D&O Proof of Claim, as applicable, so that such Proof of Claim or D&O Proof of Claim, is received by the Monitor on or before the Claims Bar Date, or such later date as the Monitor may agree in writing or the Court may otherwise direct:

- (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any such Pre-Filing Claim against any of the Bay CCAA Entities or any D&O Claim relating to such Pre-Filing Claim and all such Pre-Filing Claims or D&O Claims shall be forever extinguished;
- (b) will not be permitted to vote at any Meeting on account of such Pre-Filing Claim(s) or D&O Claim(s) relating to the Pre-Filing Claim(s);
- (c) will not be entitled to receive further notice with respect to the Claims Process or these proceedings unless the Monitor and/or the Bay CCAA

Entities become aware that such Claimant has a Restructuring Period Claim or D&O Claim relating to the Restructuring Period Claim; and

- (d) will not be permitted to participate in any distribution under any Plan, if applicable, on account of such Pre-filing Claim(s) or D&O Claim(s).

27. **THIS COURT ORDERS** that the provisions of paragraphs 25 and 26 herein shall not apply to Inter-CCAA Entity Claims.

(B) Restructuring Period Claims

28. **THIS COURT ORDERS** that upon becoming aware of a circumstance giving rise to a Restructuring Period Claim, the Monitor shall send a Claims Package to the Claimant in respect of such Restructuring Period Claim in the manner provided for herein.

29. **THIS COURT ORDERS** that any Claimant that intends to assert a Restructuring Period Claim or D&O Claim relating to a Restructuring Period Claim shall file a Proof of Claim or D&O Proof of Claim, as applicable, with the Monitor on or before the Restructuring Period Claims Bar Date. For the avoidance of doubt, a Proof of Claim or D&O Proof of Claim must be filed by every Claimant in respect of every Restructuring Period Claim or D&O Claim relating to a Restructuring Period Claim, regardless of whether or not a legal proceeding in respect of such Restructuring Period Claim or D&O Claim has been previously commenced.

30. **THIS COURT ORDERS** that any Claimant that does not file a Proof of Claim or D&O Proof of Claim, as applicable, so that such Proof of Claim or D&O Proof

of Claim is received by the Monitor on or before the Restructuring Period Claims Bar Date, or such later date as the Monitor may agree in writing or the Court may otherwise direct:

- (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any such Restructuring Period Claim against any of the Bay CCAA Entities or any D&O Claim relating to such Restructuring Period Claim and all such Restructuring Period Claim or D&O Claims shall be forever extinguished;
- (b) will not be permitted to vote at any Meeting on account of such Restructuring Period Claim(s) or D&O Claim(s);
- (c) will not be entitled to receive further notice with respect to the Claims Process or these proceedings unless the Monitor and/or the Bay CCAA Entities become aware that such Claimant has another Restructuring Period Claim or D&O Claim relating to such additional Restructuring Period Claim; and
- (d) will not be permitted to participate in any distribution under any Plan, if applicable, on account of such Restructuring Period Claim(s) or D&O Claim(s).

31. **THIS COURT ORDERS** that the provisions of paragraphs 28 through to and including 30 herein shall not apply to Inter-CCAA Entity Claims.

ADJUDICATION OF CLAIMS (OTHER THAN INTER-CCAA ENTITY CLAIMS)

32. **THIS COURT ORDERS** that, for greater certainty, the procedures outlined in paragraphs 33 to 38 herein shall not apply to the adjudication of Inter-CCAA Entity Claims.

33. **THIS COURT ORDERS** that the Monitor shall review all Proofs of Claim received on or before the Claims Bar Date or the Restructuring Period Claims Bar Date and shall accept, revise or reject each Claim. With respect to a D&O Claim set out in a D&O Proof of Claim, the Monitor shall, in consultation with the CCAA Entities and the Directors and Officers named in respect of such D&O Claim as to the merits of such Claim(s), as applicable, accept, revise or reject such D&O Claim.

34. **THIS COURT ORDERS** that if the Monitor intends to revise or reject a Claim, the Monitor shall notify the Claimant who has delivered such Proof of Claim or D&O Proof of Claim, as applicable, that such Claim has been revised or rejected and the reasons therefor, by sending a Notice of Revision or Disallowance by no later than December 14, 2016, unless otherwise ordered by this Court on application by the Monitor.

35. **THIS COURT ORDERS** that if the Monitor does not send a Notice of Revision or Disallowance by the date required in paragraph 34 herein, then the Claim shall be deemed to have been accepted as set out in the relevant Proof of Claim or D&O Proof of Claim, as applicable.

36. **THIS COURT ORDERS** that any Claimant who intends to dispute a Notice of Revision or Disallowance hereof shall:

- (a) deliver a completed Notice of Dispute of Revision or Disallowance, along with the reasons for the dispute, to the Monitor by no later than twenty-one (21) days after the date on which the Claimant is deemed to receive the Notice of Revision or Disallowance, or such other date as may be agreed to by the Monitor in writing; and
- (b) in the event that a dispute raised in a Notice of Dispute of Revision or Disallowance is not settled within a time period or in a manner satisfactory to the Monitor, in consultation with the Bay CCAA Entities, the Monitor shall refer the dispute raised in the Notice of Dispute of Revision or Disallowance to a Claims Officer or the Court for adjudication at its election.

37. **THIS COURT ORDERS** that where a Claimant that receives a Notice of Revision or Disallowance does not file a completed Notice of Dispute of Revision or Disallowance by the time set out in paragraph 36(a), such Claimant's Claim or D&O Claim relating to such Claim shall be deemed to be as set out in the Notice of Revision or Disallowance and such Claimant shall have no further right to dispute same.

38. **THIS COURT ORDERS** that the Monitor may refer any Claim to a Claims Officer or the Court for adjudication at its election by sending written notice to the Claimant at any time.

ADJUDICATION OF INTER-CCAA ENTITY CLAIMS

39. **THIS COURT ORDERS** that the Monitor shall prepare a report to be served on the Service List and filed with the Court detailing its review of all claims by any of the Cumberland CCAA Entities against any of the Bay CCAA Entities and assessing in detail, with reasonably sufficient particulars and analysis, the validity and quantum of such transactions for the purpose of determining such Inter-CCAA Entity Claims (the "**Monitor's Inter-CCAA Entity Claims Report**"), subject to further review and adjustments in respect of claims that may be pursued by the Monitor in accordance with section 36.1 of the CCAA. The Monitor's Inter-CCAA Entity Claims Report shall include: (i) the amount of the debt; (ii) whether cash or services were provided by the Cumberland CCAA Entity to the Bay CCAA Entity; and (iii) a description of the transaction. The Monitor's Inter-CCAA Entity Claims Report shall be served no later than December 6, 2016 together with a notice of motion seeking this Court's approval of same, unless otherwise ordered by this Court on application by the Monitor. The return date for this motion shall be no later than January 16, 2017. For greater certainty, nothing in the Monitor's Inter-CCAA Entity Claims Report shall bind the Court with respect to its determination of such Inter-CCAA Entity Claims as the Court sees fit, including without limitation, the validity or quantum of such Inter-CCAA Entity Claims.

40. **THIS COURT ORDERS** that, after the service of the Monitor's Inter-CCAA Entity Claims Report, any Claimant may serve and file a responding motion record and factum, which may include, but are not limited to, any argument asserted for the subordination of outstanding intercompany debts of any of the Bay CCAA Entities, any relief regarding claimed priority rights, and the validity and quantum of Inter-CCAA

Entity Claims and any claim relating to debt re-characterization. Such responding motion record shall be served no later than December 22, 2016 and be returnable at the same time as the Monitor's motion seeking approval of the Monitor's Inter-CCAA Entity Claims Report as set out in paragraph 39 herein.

SET-OFF

41. **THIS COURT ORDERS** that nothing in this Order affects the rights of any Person pursuant to section 21 of the CCAA.

CLAIMS OFFICERS

42. **THIS COURT ORDERS** that, on application of the Monitor, a Claims Officers may be appointed by the Court.

43. **THIS COURT ORDERS** that the decision as to whether the disputed Claim should be adjudicated by the Court or a Claims Officer shall be in the sole discretion of the Monitor.

44. **THIS COURT ORDERS** that a Claims Officer shall determine the validity and amount of disputed Claims in accordance with this Order and to the extent necessary may determine whether any Claim or part thereof constitutes an Excluded Claim and shall provide written reasons. A Claims Officer shall determine all procedural matters which may arise in respect of his or her determination of these matters, including the manner in which any evidence may be adduced. A Claims Officer shall have the discretion to determine by whom and to what extent the costs of any hearing before a Claims Officer shall be paid.

45. **THIS COURT ORDERS** that the Monitor, the Claimant or the applicable CCAA Entity may, within ten (10) days of such party receiving notice of a Claims Officer's determination of the value of a Claimant's Claim, appeal such determination or any other matter determined by the Claims Officer in accordance with paragraph 44 or otherwise to the Court by filing a notice of appeal, and the appeal shall be initially returnable within ten (10) days of filing such notice of appeal.

46. **THIS COURT ORDERS** that if no party appeals the determination of value of a Claim by a Claims Officer within the time set out in paragraph 45, above, the decision of the Claims Officer in determining the value of the Claimant's Claim shall be final and binding upon the relevant Bay CCAA Entity, the Monitor, and the Claimant, and there shall be no further right of appeal, review or recourse to the Court from the Claims Officer's final determination of a Claim.

47. **THIS COURT ORDERS** that the provisions of paragraphs 42 to 46 herein shall not apply to Inter-CCAA Entity Claims.

NOTICE OF TRANSFEREES

48. **THIS COURT ORDERS** that from the date of this Order until seven (7) days prior to the date fixed by the Court for any distribution in the Bay CCAA Proceedings or any other proceeding, including a bankruptcy, to the extent required, leave is hereby granted to permit a Claimant to provide notice of assignment or transfer of a Claim to any third party to the Monitor.

49. **THIS COURT ORDERS** that subject to the terms of any subsequent Order of this Court, if, after the Filing Date, the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Monitor nor the Bay CCAA Entities shall be obligated to give notice to or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the Monitor in writing and thereafter such transferee or assignee shall, for the purposes hereof, constitute the "Claimant" in respect of such Claim or D&O Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Order prior to receipt and acknowledgement by the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which the Bay CCAA Entities may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to the CCAA Entities.

50. **THIS COURT ORDERS** that no transfer or assignment shall be effective for voting purposes at any Meeting unless sufficient notice and evidence of such transfer or assignment has been received by the Monitor no later than 5:00 p.m. on the date that is seven (7) days prior to the date fixed by the Court for any Meeting, failing which the original Claimant shall have all applicable rights as the "Claimant" with respect to such Claim as if no transfer or assignment of the Claim had occurred.

SERVICE AND NOTICE

51. **THIS COURT ORDERS** that the Monitor may, unless otherwise specified by this Order, serve and deliver or cause to be served and delivered the Claims Package, and any letters, notices or other documents, to the Claimants or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons at the physical or electronic address, as applicable, last shown on the books and records of the Bay CCAA Entities or set out in such Claimant's Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth (10th) Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.

52. **THIS COURT ORDERS** that any notice or communication required to be provided or delivered by a Claimant to the Monitor under this Order shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email addressed to:

KSV Kofman Inc.
150 King Street West
Suite 2308
Toronto, ON M5H 1J9

Attention: Noah Goldstein
Email: ngoldstein@ksvadvisory.com
Fax: 416.932.6266

53. **THIS COURT ORDERS** that if, during any period during which notices or other communications are being given pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary or registered mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Order.

MISCELLANEOUS

54. **THIS COURT ORDERS** that the Monitor may from time to time apply to this Court to extend the time for any action which the Monitor is required to take and for advice and directions concerning the discharge of its powers and duties under this Order or the interpretation or application of this Order.

55. **THIS COURT ORDERS** that nothing in this Order shall prejudice the rights and remedies of any Directors or Officers or other Persons under the Directors' Charge or any applicable insurance policy or prevent or bar any Person from seeking recourse against or payment from the Bay CCAA Entities' insurance and any Director's or

Officer's liability insurance policy or policies that exist to protect or indemnify the Directors or Officers or other Persons, whether such recourse or payment is sought directly by the Person asserting a Claim from the insurer or derivatively through the Director or Officer or any Bay CCAA Entity; provided, however, that nothing in this Order shall create any rights in favour of such Person under any policies of insurance nor shall anything in this Order limit, remove, modify or alter any defence to such Claim available to the insurer pursuant to the provisions of any insurance policy or at law; and further provided that any Claim or portion thereof for which the Person receives payment directly from, or confirmation that she is covered by, the Bay CCAA Entities' insurance or any Director's or Officer's liability insurance or other liability insurance policy or policies that exist to protect or indemnify the Directors or Officers or other Persons shall not be recoverable as against a Bay CCAA Entity or Director or Officer as applicable.

56. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative bodies, having jurisdiction in Canada, Israel or elsewhere to give effect to this Order and to assist the Bay CCAA Entities, the Monitor and their respective 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 Bay CCAA Entities and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Bay CCAA Entities and the Monitor and their respective agents in carrying out the terms of this Order.



3413804

SCHEDULE "A"

LIST OF CUMBERLAND CCAA ENTITIES

Urbancorp Toronto Management Inc.

Urbancorp (St. Clair Village) Inc.

Urbancorp (Patricia) Inc.

Urbancorp (Mallow) Inc.

Urbancorp (Lawrence) Inc.

Urbancorp Downsview Park Development Inc.

Urbancorp (952 Queen West) Inc.

King Residential Inc.

Urbancorp 60 St. Clair Inc.

High Res. Inc.

Bridge On King Inc.

Urbancorp Power Holdings Inc.

Vestaco Homes Inc.

Vestaco Investments Inc.

228 Queen's Quay West Limited

Urbancorp Cumberland 1 LP

Urbancorp Cumberland 1 GP Inc.

Urbancorp Partner (King South) Inc.

Urbancorp (North Side) Inc.

Urbancorp Residential Inc.

Urbancorp Realtyco Inc.

SCHEDULE "B"

CLAIMANT'S GUIDE TO COMPLETING THE D&O PROOF OF CLAIM FORM FOR CLAIMS AGAINST DIRECTORS AND/OR OFFICERS OF THE CCAA ENTITIES¹

This Guide has been prepared to assist Claimants in filling out the D&O Proof of Claim form for claims against the Directors and/or Officers of the CCAA Entities. If you have any additional questions regarding completion of the D&O Proof of Claim, please consult the Monitor's website at <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/> or contact the Monitor, whose contact information is shown below.

The D&O Proof of Claim form is for Claimants asserting a claim against any Directors and/or Officers of the CCAA Entities, and NOT for claims against the CCAA Entities themselves. For claims against the CCAA Entities, please use the form titled "Proof of Claim Form for Claims Against the CCAA Entities", which is available on the Monitor's website at <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>.

Additional copies of the D&O Proof of Claim form may be found at the Monitor's website address noted above.

Please note that this is a guide only, and that in the event of any inconsistency between the terms of this guide and the terms of the Claims Procedure Order made on October 18, 2016 (the "**Claims Procedure Order**"), the terms of the Claims Procedure Order will govern.

SECTION 1 – DEBTOR

1. The full name of all the CCAA Entities' Directors or Officers against whom the Claim is asserted must be listed.

SECTION 2(a) – ORIGINAL CLAIMANT

2. A separate D&O Proof of Claim must be filed by each legal entity or person asserting a claim against the CCAA Entities' Directors or Officers.
3. The Claimant shall include any and all D&O Claims it asserts against the CCAA Entities' Directors or Officers in a single D&O Proof of Claim.
4. The full legal name of the Claimant must be provided.
5. If the Claimant operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.

¹ Urbancorp (Woodbine) Inc., Urbancorp (Bridlepath) Inc., The Townhouses of Hogg's Hollow Inc., King Towns Inc., NewTown at King Towns Inc., DEAJA Partner (Bay) Inc. and TCC/Urbancorp (Bay) Limited Partnership (collectively, the "CCAA Entities").

6. If the claim has been assigned or transferred to another party, Section 2(b) must also be completed.
7. Unless the claim is assigned or transferred, all future correspondence, notices, etc. regarding the claim will be directed to the address and contact indicated in this section.

SECTION 2(b) – ASSIGNEE

8. If the Claimant has assigned or otherwise transferred its claim, then Section 2(b) must be completed.
9. The full legal name of the Assignee must be provided.
10. If the Assignee operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
11. If the Monitor in consultation with the CCAA Entities is satisfied that an assignment or transfer has occurred, all future correspondence, notices, etc. regarding the claim will be directed to the Assignee at the address and contact indicated in this section.

SECTION 3 - AMOUNT OF CLAIM OF CLAIMANT AGAINST DEBTOR

12. Indicate the amount the Director(s) and/or Officer(s) was/were and still is/are indebted to the Claimant in the Amount of Claim column.

Currency

13. The amount of the claim must be provided in the currency in which it arose.
14. Indicate the appropriate currency in the Currency column.
15. If the claim is denominated in multiple currencies, use a separate line to indicate the claim amount in each such currency. If there are insufficient lines to record these amounts, attach a separate schedule indicating the required information.
16. If necessary, currency will be converted in accordance with the Claims Procedure Order.

SECTION 4 - DOCUMENTATION

17. Attach to the D&O Proof of Claim form all particulars of the claim and supporting documentation, including amount and description of transaction(s) or agreement(s) or legal breach(es) giving rise to the claim.

SECTION 5 - CERTIFICATION

18. The person signing the D&O Proof of Claim should:
 - (a) be the Claimant or authorized representative of the Claimant.

- (b) have knowledge of all the circumstances connected with this claim.
 - (c) assert the claim against the Debtor(s) as set out in the D&O Proof of Claim and certify all supporting documentation is attached.
 - (d) have a witness to its certification.
19. By signing and submitting the D&O Proof of Claim, the Claimant is asserting the claim against the Debtor(s).

SECTION 6 - FILING OF CLAIM

20. **The D&O Proof of Claim must be received by the Monitor on or before 5:00 p.m. (Toronto time) on November 23, 2016 (the "Claims Bar Date") (or within thirty (30) days after the date on which the Monitor had sent you a Claims Package with respect to a Restructuring Period Claim) by **prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:****

**KSV Kofman Inc.
150 King Street West
Suite 2308
Toronto, ON M5H 1J9**

**Attention: Noah Goldstein
Email: ngoldstein@ksvadvisory.com
Fax: 416.932.6266**

Failure to file your D&O Proof of Claim so that it is actually received by the Monitor on or before 5:00 p.m., on the Claims Bar Date or Restructuring Period Claims Bar Date, as applicable, will result in your claim being barred and you will be prevented from making or enforcing a claim against the Directors and Officers of the CCAA Entities. In addition, you shall not be entitled to further notice in and shall not be entitled to participate as a creditor in the CCAA Entities' CCAA proceedings.

SCHEDULE "C"

**PROOF OF CLAIM FORM FOR CLAIMS AGAINST
DIRECTORS OR OFFICERS OF THE CCAA ENTITIES¹
(the "D&O Proof of Claim")**

This form is to be used only by Claimants asserting a claim against any Directors and/or, Officers of the CCAA Entities and NOT for claims against the CCAA Entities themselves. For claims against the CCAA Entities, please use the form titled "Proof of Claim Form for Claims Against the CCAA Entities", which is available on the Monitor's website at <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>.

1. Name of CCAA Entity Officer(s) and/or Director(s) (the "Debtor(s))":

Debtor(s): _____

(A) Original Claimant (the "Claimant")

Legal Name of Claimant	_____	Name of Contact	_____
Address	_____	Title	_____
_____	_____	Phone #	_____
_____	_____	Fax #	_____
City _____	Prov /State _____	email	_____
Postal/Zip Code	_____		

(B) Assignee, if claim has been assigned

Legal Name of Assignee	_____	Name of Contact	_____
Address	_____	Phone #	_____
_____	_____	Fax #	_____
City _____	Prov /State _____	email:	_____
Postal/Zip Code	_____		

2. Amount of Claim

¹ Urbancorp (Woodbine) Inc., Urbancorp (Bridlepath) Inc., The Townhouses of Hogg's Hollow Inc., King Towns Inc., NewTowns at King Towns Inc., DEAJA Partner (Bay) Inc. and TCC/Urbancorp (Bay) Limited Partnership (collectively, the "CCAA Entities").

The Debtor(s) was/were and still is/are indebted to the Claimant as follows:

Name(s) of Director(s), and/or Officers	Currency	Amount of Claim
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Documentation

Provide all particulars of the Claim and supporting documentation, including any claim assignment/transfer agreement or similar document, if applicable, and including amount and description of transaction(s) or agreement(s) or legal breach(es) giving rise to the Claim.

4. Certification

I hereby certify that:

1. I am the Claimant or authorized representative of the Claimant.
2. I have knowledge of all the circumstances connected with this Claim.
3. The Claimant asserts this Claim against the Debtor(s) as set out above.
4. Complete documentation in support of this Claim is attached.

Signature: _____ Name: _____ Title: _____	Witness: _____ (signature) _____ (print)
Dated at _____ this _____ day of _____, 2015	

5. Filing of Claim

This D&O Proof of Claim must be received by the Monitor on or before 5:00 p.m. (Toronto time) on November 23, 2016 (or within thirty (30) days after the date on which the Monitor had sent you a Claims Package with respect to a Restructuring Period Claim) **by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:**

**KSV Kofman Inc.
150 King Street West
Suite 2308
Toronto, ON M5H 1J9**

**Attention: Noah Goldstein
Email: ngoldstein@ksvadvisory.com**

Fax: 416.932.6266

For more information see <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>, or contact the Monitor by telephone (416.932.6207)

SCHEDULE "D"

HOME BUYER CLAIM NOTICE

With respect to the CCAA Entities¹

YOU ARE RECEIVING THIS NOTICE PURSUANT TO THE CLAIMS PROCEDURE ORDER BECAUSE THE MONITOR HAS DETERMINED THAT YOU ARE A HOME BUYER WITH A RESTRUCTURING PERIOD CLAIM AS A RESULT OF THE TERMINATION, DISCLAIMER, RESILIATION, REPUDIATION, RESCINDING OR FUNDAMENTAL BREACH OF YOUR CORRESPONDING HOME BUYER AGREEMENT.

Capitalized terms used in this notice and not otherwise defined have the meaning given to them in the Order of the Ontario Superior Court of Justice (Commercial List) in the CCAA proceedings of the CCAA Entities dated October 18, 2016 (the "**Claims Procedure Order**"). A copy of the Claims Procedure Order can be found on the Monitor's website at: <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>.

Claim Reference Number: ■

Contact Details

Name of Home Buyer (Claimant): ■

Address of Claimant: ■

E-mail: ■

Telephone Number: ■

Fax Number: ■

Details of Allowed Restructuring Period Claim

¹ Urbancorp (Woodbine) Inc., Urbancorp (Bridlepath) Inc., The Townhouses of Hogg's Hollow Inc., King Towns Inc., NewTowns at King Towns Inc., DEAJA Partner (Bay) Inc. and TCC/Urbancorp (Bay) Limited Partnership (collectively, the "CCAA Entities").

CCAA Entity with which Home Buyer ■
has a Home Buyer Agreement:

Description of Home Buyer ■
Agreement:

Pursuant to the Claims Procedure Order, the Monitor hereby gives you notice that it has determined your allowed Restructuring Period Claim as a result of the termination, disclaimer, rescission, repudiation, rescinding or fundamental breach of your corresponding Home Buyer Agreement in the context of these CCAA Proceedings. Subject to further dispute by you in accordance with the Claims Procedure Order, your Restructuring Period Claim will be as follows:

Allowed Claim Amount:

Deposit Amount \$■

Interest \$■

Total Allowed Restructuring Period \$■
Claim Amount

Legal Nature of Claim: Unsecured

SERVICE OF HOME BUYER OBJECTION NOTICES

If you intend to object to this Home Buyer Claim Notice, you must, no later than 5:00 p.m. (prevailing time in Toronto) on the day that is the later of the Claims Bar Date or 30 days after the date this Home Buyer Claim Notice is deemed to have been received by you (in accordance with paragraph 51 of the Claims Procedure Order), deliver a Home Buyer Objection Notice to the Monitor by ordinary prepaid mail, registered mail, courier, personal delivery or electronic transmission to the address below.

**KSV Kofman Inc.
150 King Street West
Suite 2308
Toronto, ON M5H 1J9**

**Attention: Noah Goldstein
Email: ngoldstein@ksvadvisory.com
Fax: 416.932.6266**

In accordance with the Claims Procedure Order, notices shall be deemed to be received by the Monitor upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

The form of Home Buyer Objection Notice is enclosed and can also be accessed on the Monitor's website at <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>.

IF YOU FAIL TO FILE A HOME BUYER OBJECTION NOTICE WITHIN THE PRESCRIBED TIME PERIOD, THIS HOME BUYER CLAIM NOTICE WILL BE BINDING UPON YOU.

DATED this _____ day of _____, 2016.

KSV Kofman Inc., solely in its capacity as Court-appointed Monitor of the CCAA Entities, and not in its personal or corporate capacity

Per: _____

For more information see <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>, or contact the Monitor by telephone (416.932.6207)

PLEASE ALSO TAKE NOTICE that if you believe that you have a Claim in addition to that set out in this Home Buyer Claim Notice, then you must follow the regular procedure for filing Proofs of Claim or D&O Proofs of Claim as set out in the Claims Procedure Order. Only Proofs of Claim and D&O Proofs of Claim actually received by the Monitor on or before 5:00 p.m. (Toronto time) on November 23, 2016 will be considered filed by the Claims Bar Date.

SCHEDULE "E"

HOME BUYER OBJECTION NOTICE

With respect to the CCAA Entities¹

Claims Reference Number: _____

1. Particulars of Claimant:

Full Legal Name of Claimant (include trade name, if different)

(the "Claimant")

Full Mailing Address of the Claimant:

Other Contact Information of the Claimant:

Telephone Number:

Email Address:

Facsimile Number:

Attention (Contact Person):

2. Particulars of original Claimant from whom you acquired the Claim or D&O Claim, if applicable

¹ Urbancorp (Woodbine) Inc., Urbancorp (Bridlepath) Inc., The Townhouses of Hogg's Hollow Inc., King Towns Inc., NewTowns at King Towns Inc., DEAJA Partner (Bay) Inc. and TCC/Urbancorp (Bay) Limited Partnership (collectively, the "CCAA Entities").

Have you acquired this purported Claim by assignment?

Yes:

No:

If yes and if not already provided, attach documents evidencing assignment.

Full Legal Name of original Claimant(s): _____

3. Objection to Home Buyer Claim Notice:

The Claimant hereby disagrees with the value of its Claim, as set out in the Home Buyer Claim Notice and asserts its Claim as follows:

	Currency	Amount allowed by Monitor: (Home Buyer Claim Notice)	Amount claimed by Claimant:²
A. Deposit		\$	\$
B. Interest		\$	\$
Total Claim		\$	\$

4. Reasons for Objection to Home Buyer Claim Notice:
(Please detail reasons below)

² If necessary, currency will be converted in accordance with the Claims Procedure Order.

SCHEDULE "F"

NOTICE TO CLAIMANTS WITH CLAIMS AGAINST THE CCAA ENTITIES

RE: NOTICE OF CLAIMS PROCESS FOR URBANCORP (WOODBINE) INC., URBANCORP (BRIDLEPATH) INC., TCC/URBANCORP (BAY) LIMITED PARTNERSHIP, THE TOWNHOUSES OF HOGG'S HOLLOW INC., KING TOWNS INC., NEWTOWNS AT KING TOWNS INC. (COLLECTIVELY, THE "CCAA ENTITIES") PURSUANT TO THE *COMPANIES' CREDITORS ARRANGEMENT ACT* (the "CCAA")

PLEASE TAKE NOTICE that on October 18, 2016, the Ontario Superior Court of Justice (Commercial List) issued an order (the "**Claims Procedure Order**") in the CCAA proceedings of the CCAA Entities (capitalized terms used in this notice and not otherwise defined have the meaning given to them in the Claims Procedure Order). A copy of the Claims Procedure Order can be found on the Monitor's website at: <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>.

ATTENTION HOME BUYERS. Home Buyers with Claims arising as a result of the termination, disclaimer, resiliation, repudiation, rescinding or fundamental breach of their corresponding Home Buyer Agreement in the context of these CCAA Proceeding DO NOT NEED TO FILE ANY PROOF OF CLAIM. Rather, the Monitor will send you a Home Buyer Claim Notice reflecting its determination and acceptance of your Restructuring Period Claim. If you object to the amount of your Restructuring Period Claim as set out in the Home Buyer Claim Notice that you receive, then you are required to fill out and send to the Monitor a Home Buyer Objection Notice as set out in the Claims Procedure Order. If you believe that you have a Claim in addition to that set out in your Home Buyer Claim Notice, then you must follow the procedure set out below for all other creditors.

Other than for the Restructuring Period Claims of Home Buyers outlined above, the Claims Procedure Order requires that all Persons who assert a Claim against the CCAA Entities, whether unliquidated, contingent or otherwise, and all Persons who assert a claim against Directors and Officers of the CCAA Entities (as defined in the Claims Procedure Order, a "**D&O Claim**"), must file a Proof of Claim (with respect to Claims against the CCAA Entities) or D&O Proof of Claim (with respect to D&O Claims) with KSV Kofman Inc. (the "**Monitor**") **on or before 5:00 p.m. (Toronto time) on November 23, 2016 (the "Claims Bar Date")**, by sending the **Proof of Claim or D&O Proof of Claim to the Monitor by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:**

**KSV Kofman Inc.
150 King Street West
Suite 2308
Toronto, ON M5H 1J9**

**Attention: Noah Goldstein
Email: ngoldstein@ksvadvisory.com
Fax: 416.932.6266**

Pursuant to the Claims Procedure Order, Claims Packages, including the form of Proof of Claim and D&O Proof of Claim, will be sent to all known Claimants by mail, on or before October 25, 2016. Claimants may also obtain the Claims Procedure Order and a Claims Package from the Monitor's website at <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>, or by contacting the Monitor by telephone (416.932.6207).

Other than for Restructuring Period Claims, only Proofs of Claim and D&O Proofs of Claim actually received by the Monitor on or before 5:00 p.m. (Toronto time) on November 23, 2016 will be considered filed by the Claims Bar Date. **It is your responsibility to ensure that the Monitor receives your Proof of Claim or D&O Proof of Claim by the Claims Bar Date.**

CLAIMS AND D&O CLAIMS WHICH ARE NOT RECEIVED BY THE APPLICABLE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

DATED this ● day of ●, 2016.

SCHEDULE "G"

NOTICE OF DISPUTE OF NOTICE OF REVISION OR DISALLOWANCE

With respect to the CCAA Entities¹

Claims Reference Number: _____

1. Particulars of Claimant:

Full Legal Name of Claimant (include trade name, if different)

(the "Claimant")

Full Mailing Address of the Claimant:

Other Contact Information of the Claimant:

Telephone Number:

Email Address: _____

Facsimile Number: _____

Attention (Contact Person): _____

2. Particulars of original Claimant from whom you acquired the Claim or D&O Claim, if applicable

¹ Urbancorp (Woodbine) Inc., Urbancorp (Bridlepath) Inc., The Townhouses of Hogg's Hollow Inc., King Towns Inc., NewTowns at King Towns Inc., DEAJA Partner (Bay) Inc. and TCC/Urbancorp (Bay) Limited Partnership (collectively, the "CCAA Entities").

Have you acquired this purported Claim by assignment?

Yes:

No:

If yes and if not already provided, attach documents evidencing assignment.

Full Legal Name of original Claimant(s): _____

3. Dispute of Revision or Disallowance of Claim:

The Claimant hereby disagrees with the value of its Claim, as set out in the Notice of Revision or Disallowance and asserts a Claim as follows:

	Currency	Amount allowed by Monitor: (Notice of Revision or Disallowance)	Amount claimed by Claimant:²
A. Unsecured		\$	\$
B. Secured		\$	\$
C. D&O Claim		\$	\$
E. Total Claim		\$	\$

4. Reasons for Dispute of Revision or Disallowance of Claim:

(Please detail reasons below)

² If necessary, currency will be converted in accordance with the Claims Procedure Order.

SCHEDULE "H"

NOTICE OF REVISION OR DISALLOWANCE

**For Persons that have asserted Claims against the CCAA Entities¹,
D&O Claims against the Directors and/or Officers of the CCAA Entities**

Claims Reference Number: _____ ●

TO: ● _____
(the "Claimant")

Defined terms not defined in this Notice of Revision or Disallowance have the meaning ascribed in the Order of the Ontario Superior Court of Justice (Commercial List) in the CCAA proceedings of the CCAA Entities dated October 18, 2016 (the "**Claims Procedure Order**").

Pursuant to the Claims Procedure Order, the Monitor hereby gives you notice that it has reviewed your Proof of Claim or D&O Proof of Claim and has revised or disallowed all or part of your purported Claim. Subject to further dispute by you in accordance with the Claims Procedure Order, your Claim will be as follows:

	Amount as submitted		Amount allowed by Monitor
	Currency		
A. Unsecured Claim		\$	\$
B. Secured Claim		\$	\$
C. D&O Claim		\$	\$
E. Total Claim		\$	\$

¹ Urbancorp (Woodbine) Inc., Urbancorp (Bridlepath) Inc., The Townhouses of Hogg's Hollow Inc., King Towns Inc., NewTowns at King Towns Inc., DEAJA Partner (Bay) Inc. and TCC/Urbancorp (Bay) Limited Partnership (collectively, the "CCAA Entities").

Reasons for Revision or Disallowance:

●

SERVICE OF DISPUTE NOTICES

If you intend to dispute this Notice of Revision or Disallowance, you must, no later than 5:00 p.m. (prevailing time in Toronto) on the day that is twenty-one (21) Calendar Days after this Notice of Revision or Disallowance is deemed to have been received by you (in accordance with paragraph 36(a) of the Claims Procedure Order), deliver a Notice of Dispute of Revision or Disallowance to the Monitor by ordinary prepaid mail, registered mail, courier, personal delivery or electronic transmission to the address below.

KSV Kofman Inc.
150 King Street West
Suite 2308
Toronto, ON M5H 1J9

Attention: Noah Goldstein
Email: ngoldstein@ksvadvisory.com
Fax: 416.932.6266

In accordance with the Claims Procedure Order, notices shall be deemed to be received by the Monitor upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

The form of Notice of Dispute of Revision or Disallowance is enclosed and can also be accessed on the Monitor's website at <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>.

IF YOU FAIL TO FILE A NOTICE OF DISPUTE WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

DATED this _____ day of _____, 2016.

KSV Kofman Inc., solely in its capacity as Court-appointed Monitor of the CCAA Entities, and not in its personal or corporate capacity

Per: _____

For more information see <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>, or contact the Monitor by telephone (416.932.6207)

SCHEDULE "I"

**PROOF OF CLAIM FORM FOR CLAIMS AGAINST
THE CCAA ENTITIES¹**

1. Name of CCAA Entity or Entities (the "Debtor"):

Debtor: _____

2(a) Original Claimant (the "Claimant")

Legal Name of Claimant	_____	Name of Contact	_____
Address	_____	Title	_____
_____	_____	Phone #	_____
_____	_____	Fax #	_____
City _____	Prov /State _____	email	_____
Postal/Zip Code	_____		

2(b) Assignee, if claim has been assigned

Legal Name of Assignee	_____	Name of Contact	_____
Address	_____	Phone #	_____
_____	_____	Fax #	_____
City _____	Prov /State _____	email:	_____
Postal/Zip Code	_____		

¹ Urbancorp (Woodbine) Inc., Urbancorp (Bridlepath) Inc., The Townhouses of Hogg's Hollow Inc., King Towns Inc., NewTowns at King Towns Inc., DEAJA Partner (Bay) Inc. and TCC/Urbancorp (Bay) Limited Partnership (collectively, the "CCAA Entities").

3. Amount of Claim

The Debtor was and still is indebted to the Claimant as follows:

Currency	Amount of Claim	Unsecured Claim	Secured Claim
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

4. Documentation

Provide all particulars of the Claim and supporting documentation, including amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, including any claims assignment/transfer agreement or similar document, if applicable, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the affected Debtor to the Claimant and estimated value of such security.

5. Certification

I hereby certify that:

1. I am the Claimant or authorized representative of the Claimant.
2. I have knowledge of all the circumstances connected with this Claim.
3. The Claimant asserts this Claim against the Debtor as set out above.
4. Complete documentation in support of this claim is attached.

Signature: _____	Witness: _____
Name: _____	(signature) _____
Title: _____	(print) _____
Dated at _____ this _____ day of _____, 2016	

6. Filing of Claim

This Proof of Claim **must be received by the Monitor on or before 5:00 p.m. (Toronto time) on November 23, 2016** (or within thirty (30) days after the date on which the Monitor had sent you a Claims Package with respect to a Restructuring Period Claim) **by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:**

**KSV Kofman Inc.
150 King Street West
Suite 2308
Toronto, ON M5H 1J9**

Attention: Noah Goldstein
Email: ngoldstein@ksvadvisory.com
Fax: 416.932.6266

For more information see <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/>, or contact the Monitor by telephone (416.932.6207)

SCHEDULE "J"

CLAIMANT'S GUIDE TO COMPLETING THE PROOF OF CLAIM FORM FOR CLAIMS AGAINST THE CCAA ENTITIES¹

This Guide has been prepared to assist Claimants in filling out the Proof of Claim form for Claims against the CCAA Entities. If you have any additional questions regarding completion of the Proof of Claim, please consult the Monitor's website at <http://www.ksvadvisory.com/insolvency-cases/urbancorp-group/> or contact the Monitor, whose contact information is shown below.

Additional copies of the Proof of Claim may be found at the Monitor's website address noted above.

Please note that this is a guide only, and that in the event of any inconsistency between the terms of this guide and the terms of the Claims Procedure Order made on October 18, 2016 (the "**Claims Procedure Order**"), the terms of the Claims Procedure Order will govern.

SECTION 1 – DEBTOR

1. The full name of the CCAA Entity or Entities against which the Claim is asserted must be listed (see footnote 1 for complete list of CCAA Entities).

SECTION 2(a) – ORIGINAL CLAIMANT

2. A separate Proof of Claim must be filed by each legal entity or person asserting a claim against the CCAA Entities, or any of them.
3. The Claimant shall include any and all Claims it asserts against the CCAA Entities, or any of them, in a single Proof of Claim.
4. The full legal name of the Claimant must be provided.
5. If the Claimant operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
6. If the Claim has been assigned or transferred to another party, Section 2(b) must also be completed.
7. Unless the Claim is assigned or transferred, all future correspondence, notices, etc. regarding the Claim will be directed to the address and contact indicated in this section.

¹ Urbancorp (Woodbine) Inc., Urbancorp (Bridlepath) Inc., The Townhouses of Hogg's Hollow Inc., King Towns Inc., NewTowns at King Towns Inc., DEAJA Partner (Bay) Inc. and TCC/Urbancorp (Bay) Limited Partnership (collectively, the "CCAA Entities").

SECTION 2(b) – ASSIGNEE

8. If the Claimant has assigned or otherwise transferred its Claim, then Section 2(b) must be completed.
9. The full legal name of the Assignee must be provided.
10. If the Assignee operates under a different name or names, please indicate this in a separate schedule in the supporting documentation.
11. If the Monitor in consultation with the CCAA Entities is satisfied that an assignment or transfer has occurred, all future correspondence, notices, etc. regarding the Claim will be directed to the Assignee at the address and contact indicated in this section.

SECTION 3 - AMOUNT OF CLAIM OF CLAIMANT AGAINST DEBTOR

12. Indicate the amount the CCAA Entity or Entities was and still is indebted to the Claimant in the Amount of Claim column.

Currency

13. The amount of the Claim must be provided in the currency in which it arose.
14. Indicate the appropriate currency in the Currency column.
15. If the Claim is denominated in multiple currencies, use a separate line to indicate the Claim amount in each such currency. If there are insufficient lines to record these amounts, attach a separate schedule indicating the required information.
16. If necessary, currency will be converted in accordance with the Claims Procedure Order.

Unsecured Claim

17. Check this box ONLY if the Claim recorded on that line is an unsecured claim.

Secured Claim

18. Check this box ONLY if the Claim recorded on that line is a secured claim.

SECTION 4 - DOCUMENTATION

19. Attach to the Proof of Claim form all particulars of the Claim and supporting documentation, including amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Claim, including any claim assignment/transfer agreement or similar document, if applicable and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the affected CCAA Entity to the Claimant and estimated value of such security.

SECTION 5 - CERTIFICATION

20. The person signing the Proof of Claim should:
- (a) be the Claimant or authorized representative of the Claimant.
 - (b) have knowledge of all the circumstances connected with this Claim.
 - (c) assert the Claim against the Debtor as set out in the Proof of Claim and certify all supporting documentation is attached.
 - (d) have a witness to its certification.
21. By signing and submitting the Proof of Claim, the Claimant is asserting the Claim against the CCAA Entity or Entities.

SECTION 6 - FILING OF CLAIM

22. **The Proof of Claim must be received by the Monitor on or before 5:00 p.m. (Toronto time) on November 23, 2016 (the "Claims Bar Date") (or within thirty (30) days after the date on which the Monitor had sent you a Claims Package with respect to a Restructuring Period Claim) by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:**

**KSV Kofman Inc.
150 King Street West
Suite 2308
Toronto, ON M5H 1J9**

**Attention: Noah Goldstein
Email: ngoldstein@ksvadvisory.com
Fax: 416.932.6266**

Failure to file your Proof of Claim so that it is actually received by the Monitor on or before 5:00 p.m., on the Claims Bar Date or Restructuring Period Claims Bar Date, as applicable, will result in your claim being barred and you will be prevented from making or enforcing a Claim against the CCAA Entities. In addition, you shall not be entitled to further notice in and shall not be entitled to participate as a creditor in the CCAA Entities' CCAA proceedings.

IN THE MATTER OF *THE COMPANIES CREDITORS ARRANGEMENT ACT*, R.S.C.1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF URBANCORP (WOODBINE)
INC. AND URBANCORP (BRIDLEPATH) INC. THE TOWNHOUSES OF HOGG'S HOLLOW INC., KING
TOWNS INC., NEWTOWNS AT KINGTOWNS INC. AND DEAJA PARTNER (BAY) INC. (COLLECTIVELY,
THE "APPLICANTS")

AND IN THE MATTER OF TCC/URBANCORP (BAY) LIMITED PARTNERSHIP

Court File No. CV-16-11549-00CL

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

Proceeding commenced at Toronto

CLAIMS PROCEDURE ORDER

DAVIES WARD PHILLIPS & VINEBERG LLP
155 WELLINGTON STREET WEST
TORONTO, ON M5V 3J7

Robin B. Schwill (LSUC #384521)
Tel: 416.863.5502
Fax: 416.863.0871

Lawyers for the Monitor

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF URBANCORP (WOODBINE) INC., URBANCORP
(BRIDLEPATH) INC., THE TOWNHOUSES OF HOGG'S HOLLOW INC., KING TOWNS INC., NEWTOWNS AT KINGTOWNS INC. and
DEAJA PARTNER (BAY) INC. (the "Applicants")
AND IN THE MATTER OF TCC/URBANCORP (BAY) LIMITED PARTNERSHIP**

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

PROCEEDINGS COMMENCED AT TORONTO

APPLICATION RECORD
(Returnable October 18, 2016)

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Barristers & Solicitors
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