

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c. B-3 AS AMENDED

**IN THE MATTER OF THE NOTICES OF INTENTION
TO MAKE A PROPOSAL OF
YG LIMITED PARTNERSHIP AND YSL RESIDENCES INC.**

**COMPENDIUM OF YG LIMITED PARTNERSHIP
AND YSL RESIDENCES INC.**

June 22, 2021

AIRD & BERLIS LLP
Barristers & Solicitors
Brookfield Place
181 Bay Street, Suite 1800
Toronto, ON M5J 2T9

Harry Fogul (LSO # 151520)
Tel: (416) 865-7773
Fax: (416) 863-1515
Email: hfogul@airdberlis.com

Miranda Spence (LSO # 60621M)
Tel: (416) 865-3414
Fax: (416) 863-1515
Email: mspence@airdberlis.com

*Lawyers for YG Limited Partnership and YSL
Residences Inc.*

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TAB 1

YG LIMITED PARTNERSHIP
AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

Effective August 4, 2017

2.4 **Term**

The term (the “**Term**”) of the Partnership commenced on the Effective Date, and shall continue until the termination and dissolution in accordance with Article 12 .

2.5 **Fiscal Year**

The fiscal year (the “**Fiscal Year**”) of the Partnership for accounting and income tax purposes shall be a year ending on December 31 of each year or, in the case of the first Fiscal Year, the portion of the calendar year commencing on the Effective Date and ending on December 31, 2017, and in the case of the Fiscal Year in which the Partnership is terminated and wound up, the portion of the calendar year ending on the date on which the Partnership is terminated.

ARTICLE 3 - THE PARTNERSHIP

3.1 **Purpose and Scope of Business**

- (a) Subject to the restrictions contained herein, the objects, purposes and business of the Partnership shall be:
 - (i) to own, develop and sell the Project; and
 - (ii) to engage in any other lawful activities determined by the General Partner to be necessary, advisable, convenient or incidental to the foregoing.
- (b) Subject to the restrictions set forth in this Agreement, the Partnership shall have the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the objects and purposes described herein, and shall have, without limitation, any and all of the powers that may be exercised on behalf of the Partnership by the General Partner pursuant to Section 3.2.

3.2 **Powers of the General Partner**

- (a) Subject to the other provisions of this Agreement, the General Partner shall have the exclusive authority and power to manage, control, administer and operate the business, policies and affairs of the Partnership and to make all decisions regarding the business, policies and affairs of the Partnership, and the General Partner is hereby authorized and empowered on behalf of and in the name of the Partnership to carry out any and all of the business, objects and purposes of the Partnership and to perform all acts and enter into and perform all contracts and other undertakings that it may in its discretion deem necessary or advisable in connection therewith or incidental thereto. Without limiting the generality of the foregoing, any action taken by the General Partner shall constitute the act of and serve to bind the Partnership. In dealing with the General Partner acting on behalf of the Partnership, no Person shall be required to inquire into the authority of the General Partner to bind the Partnership. Persons dealing with the Partnership are

entitled to vote in respect of such Units at the meeting or be entitled to execute the resolution circulated in respect of which such record date was fixed.

ARTICLE 11 - RESIGNATION, REMOVAL, INCAPACITY OF THE GENERAL PARTNER

11.1 No Assignment

The General Partner shall not make any assignment of its obligations under this Agreement, except (a) to an Affiliate of the General Partner, in which event the General Partner shall be released from its obligations hereunder and (b) that the General Partner may substitute in its stead as General Partner any entity which has, by merger, amalgamation, consolidation or otherwise, acquired substantially all of its assets, without such consent.

11.2 Removal or Cessation of the General Partner

- (a) The General Partner may be removed as General Partner without its consent only if a court of competent jurisdiction determines ultimately that the General Partner has engaged in fraud, wilful misconduct or gross negligence in the operations of the Partnership and that such fraud, wilful misconduct or gross negligence has a material adverse effect on the business or properties of the Partnership, provided that a successor General Partner is appointed to continue the business of the Partnership within 60 days of such removal.
- (b) The General Partner shall cease to be the general partner of the Partnership if:
- (i) the General Partner is dissolved,
 - (ii) an order for relief against the General Partner is entered under the *Bankruptcy and Insolvency Act* (Canada),
 - (iii) the General Partner makes a general assignment for the benefit of creditors,
 - (iv) the General Partner makes a voluntary application under the *Bankruptcy and Insolvency Act* (Canada),
 - (v) the General Partner files a petition or answer seeking for the General Partner any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law, or regulation,
 - (vi) the General Partner files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the General Partner in any proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation,

- (vii) the General Partner seeks, consents to, or acquiesces in the appointment of a trustee, receiver or liquidator of the General Partner or of all or any substantial part of the General Partner's properties,
 - (viii) within 60 days after the commencement of any proceeding against the General Partner commenced by any third Person seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, the proceeding has not been dismissed, or
 - (ix) within 60 days after the appointment without the General Partner's consent or acquiescence of a trustee, receiver or liquidator of the General Partner or of all or any substantial part of the General Partner's properties, the appointment is not vacated or stayed, or within 60 days after the expiration of any such stay, the appointment is not vacated.
- (c) The General Partner may resign as general partner by providing notice to the Limited Partners that it intends to resign, with an effective date no sooner than 90 days following such notice. Immediately prior to the effective date of such resignation, a successor General Partner shall be appointed by the General Partner to continue the business of the Partnership.
- (d) If the General Partner is removed under Subsection 11.2(a) or ceases to be General Partner under Subsection 11.2(b), then the Limited Partners shall have the right to appoint a new general partner by Special Resolution.
- (e) Any successor General Partner appointed to replace a General Partner pursuant to this Article 11 shall, beginning on the date of admission to the Partnership, have the same rights and obligations under this Agreement as the replaced General Partner would have had subsequent to such date if the replaced General Partner had continued to act as General Partner.

11.3 Admission of a Successor General Partner

- (a) The admission of a successor General Partner pursuant to Section 11.2 shall be effective only if and after the following conditions are satisfied:
- (i) the admission of such successor General Partner shall not adversely affect the classification of the Partnership as a limited partnership for income tax and corporate purposes; and
 - (ii) any Person designated as a successor General Partner pursuant to Section 11.2 shall have become a party to, and adopted all of the terms and conditions of, this Agreement.
- (b) The appointment of any Person as a successor General Partner in accordance with the terms hereof shall occur, and for all purposes shall be deemed to have

occurred, prior to the effective date of the removal, resignation or other termination of the General Partner.

11.4 Liabilities and Rights of a Replaced General Partner

Any General Partner who shall be replaced as General Partner shall remain liable for its portion of any obligations and liabilities incurred by it as General Partner prior to the time such replacement shall have become effective, but it shall be free of any obligation or liability incurred on account of the activities of the Partnership from and after such time. Such replacement shall not affect any rights of such General Partner which shall mature prior to the effective date of such replacement.

ARTICLE 12 - DISSOLUTION AND TERMINATION OF THE PARTNERSHIP

12.1 Dissolution

- (a) The Partnership shall continue notwithstanding the death, incompetency, bankruptcy, insolvency, dissolution, liquidation, winding-up or receivership of any Limited Partner or the admission, retirement or withdrawal of any Limited Partner or the General Partner or the transfer of any Unit. No Limited Partner may require dissolution of the Partnership. Each of the General Partner and the Limited Partners hereby covenants and agrees not to cause a dissolution of the Partnership by his or its individual acts and should any of the Limited Partners cause the Partnership to be dissolved or this Agreement to be terminated prior to the occurrence of any event of dissolution or termination otherwise provided for herein, such Limited Partner shall be liable to all the other Partners for all damage thereby occasioned.
- (b) The Partnership will be dissolved on the earliest of:
 - (i) the effective date of the resignation or deemed resignation by the General Partner as the general partner of the Partnership unless within 90 days after such resignation or deemed resignation of the General Partner, the Limited Partners agree in writing to continue the business of the Partnership and to the appointment, effective as of the date of the resignation or deemed resignation of the General Partner, of one or more general partners; and
 - (ii) any date which is approved by the General Partner and by Special Resolution.

In the event of the termination and dissolution of the Partnership, upon satisfaction of all the rights of the Partners under the terms hereof, this Agreement shall terminate and be of no further force and effect.

TAB 2

The Partnership Act, CCSM c P30

Application of Part I

2(1) The provisions of this Part, so far as they are not inconsistent with the provisions of Part II or III, apply to every partnership, including a limited partnership, a Manitoba limited liability partnership and an extra-provincial limited liability partnership.

Rules as to interests and duties of partners

27 The interests of partners in the partnership property and their rights and duties in relation to the partnership shall be determined, subject to any agreement, express or implied, between the partners, by the following rules:

- (a) All the partners are entitled to share equally in the capital and profits of the business, and must contribute equally towards the losses, whether of capital or otherwise, sustained by the firm.
- (b) The firm must indemnify every partner in respect of payments made and personal liabilities incurred by him,
 - (i) in the ordinary and proper conduct of the business of the firm; or
 - (ii) in or about anything necessarily done for the preservation of the business or property of the firm.
- (c) A partner making, for the purpose of the partnership, any actual payment or advance beyond the amount of capital which he has agreed to subscribe, is entitled to interest at a rate of 5 % per annum from the date of the payment or advance.
- (d) A partner is not entitled, before the ascertainment of profits, to interest on the capital subscribed by him.
- (e) Every partner may take part in the management of the partnership business.
- (f) No partner shall be entitled to remuneration for acting in the partnership business.
- (g) No person may be introduced as a partner without the consent of all existing partners.
- (h) Any difference arising as to ordinary matters connected with the partnership business may be decided by a majority of the partners, but no change may be made in the nature of the partnership business without the consent of all existing partners.
- (i) The partnership books are to be kept at the place of business of the partnership, or the principal place, if there is more than one; and every partner may, when he thinks fit, have access to and inspect and copy any of them.

Constitution of limited partnership

52 A limited partnership may consist of one or more persons, who shall be called "general partners", and of one or more persons who contribute a specific or determinable amount, whether in cash, kind, specie, or money's worth or by any other means whatsoever, as capital of the partnership, who shall be called "limited partners".

General partners only to transact business, etc.

54(1) The general partners only are authorized to bind the partnership; but where a limited partner, to the knowledge of the general partners, takes part in the management of the partnership business, he has power to bind the partnership.

Restrictions on return of contribution

60(3) Notwithstanding subsection (2), a limited partner is not entitled to receive any part of his contribution out of the limited partnership assets or from a general partner until

- (a) all liabilities of the limited partnership, except liabilities to general partners and to limited partners on account of their contributions, have been paid or there remain sufficient limited partnership assets to pay them;
- (b) the partnership agreement is terminated or so amended, if necessary, to set forth the withdrawal or reduction of the contribution; and
- (c) a declaration has been made and registered as required under *The [Business Names Registration Act](#)*.

Privileges of limited partners

62 A limited partner may, by himself or his agent inspect the books of the firm and examine into the state and progress of the partnership business, and may advise as to its management.

Loss of limited liability by a limited partner

63(1) Where a limited partner takes an active part in the business of the partnership, he is liable as if he were a general partner, to any person with whom he deals on behalf of the partnership and who does not know that he is a limited partner for all debts of the partnership.

Further characteristics of a limited partnership

63(5) Subject to any agreement express or implied between the partners,

- (a) any difference arising as to ordinary matters connected with the partnership business may be decided by a majority of the general partners;
- (b) a limited partner may, with the consent of the general partners, assign his share in the partnership, and upon such an assignment, the assignee becomes a limited partner with all the rights of the assignor;
- (c) the other partners are not entitled to dissolve the partnership by reason of any limited partner suffering his share to be charged for his separate debt;
- (d) a person may be introduced as a partner without the consent of the existing limited partners;
- (e) a limited partner is not entitled to dissolve the partnership by notice.

Creditors preferred to limited partners

65 In case of the insolvency or bankruptcy of a limited partnership, no partner shall, under any circumstances, be allowed to claim as a creditor until the claims of all the other creditors of the limited partnership have been satisfied.

TAB 3

Court File No. CV-20-00637301-00CL

FOURTH REPORT TO THE COURT

**SUBMITTED BY PRICEWATERHOUSECOOPERS INC., LIT
IN ITS CAPACITY AS RECEIVER OF**

**THE CLOVER ON YONGE INC., THE CLOVER ON YONGE
LIMITED PARTNERSHIP**

and

480 YONGE STREET INC., and

480 YONGE STREET LIMITED PARTNERSHIP

August 28, 2020

Court File No. CV -20-00637301-00CL

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

BETWEEN:

**BCIMC CONSTRUCTION FUND CORPORATION and
BCIMC SPECIALTY FUND CORPORATION**

Applicants

-and-

**THE CLOVER ON YONGE INC., THE CLOVER ON YONGE
LIMITED PARTNERSHIP, 480 YONGE STREET INC., and 480
YONGE STREET LIMITED PARTNERSHIP**

Respondents

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

**FOURTH REPORT TO THE COURT
SUBMITTED BY PRICEWATERHOUSECOOPERS INC.
IN ITS CAPACITY AS RECEIVER OF THE RESPONDENTS**

August 28, 2020

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INTRODUCTION

1) On March 27, 2020 (the “**Date of Appointment**”), on an application made by BCIMC Construction Fund Corporation and BCIMC Specialty Fund Corporation (the “**Applicants**”), pursuant to an order (the “**Appointment Order**”) of the Ontario Superior Court of Justice (Commercial List), PricewaterhouseCoopers Inc., LIT (“**PwC**”) was appointed receiver and manager (the “**Receiver**”) without security, of all of the assets, undertakings and properties of:

- a) The Clover on Yonge Inc. (“**Clover Inc.**”);
- b) The Clover on Yonge Limited Partnership (“**Clover LP**”, and collectively with Clover Inc., “**Clover**”);
- c) 480 Yonge Street Inc. (“**Halo Inc.**”); and
- d) 480 Yonge Street Limited Partnership (“**Halo LP**”, and collectively with Halo Inc., “**Halo**”),

pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* (Canada), R.S.C. 1985, c. B-3, as amended (“**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended. These actions are collectively referred to herein as the “**Receivership Proceedings.**”

2) Clover and Halo are developing two condominium projects in downtown Toronto, respectively:

- a) The Clover on Yonge, located at 595 Yonge St. (the “**Clover Project**”); and
- b) Halo Residences on Yonge, located at 480 Yonge St. (the “**Halo Project**”).

3) The Halo Project is owned by Halo Inc., in its capacity as general partner of Halo LP. The Clover Project is owned by Clover Inc., in its capacity as general partner of Clover LP.

4) On June 22, 2020, the Ontario Superior Court of Justice (Commercial List) made an order (as amended and restated, the “**CCAA Initial Order**”) to commence proceedings under the Companies' Creditors Arrangement Act (“**CCAA**”) in respect of Clover and PwC was also appointed Monitor in those proceedings (the “**Clover CCAA Proceedings**”). The Receivership Proceedings are still continuing for the Clover Project as well as for the Halo Project. The CCAA Initial Order sets out the process for the transition from the Receivership Proceedings to the Clover CCAA Proceedings.

5) The Receiver has maintained a website at www.pwc.com/ca/haloclover (the “**Case Website**”) containing the materials filed in connection with the Receivership Proceedings.

- 6) This is the Receiver's fourth report to the Court (the "**Fourth Report**") and has been prepared in connection with the Receiver's application for an order (the "**Approval and Vesting Order**") approving the sale of the Halo Project pursuant to the sale and investor solicitation process (the "**SISP**") approved by Order of the Court dated June 4, 2020 (the "**SISP Order**").
- 7) The Fourth Report includes:
 - a) A summary of the activities of the Receiver since the Receiver's third report to the Court dated July 17, 2020 (the "**Third Report**");
 - b) A summary of the activities completed in the SISP; and
 - c) Details of the proposed transaction to be completed pursuant to the SISP.

DISCLAIMER AND TERMS OF REFERENCE

- 8) In preparing this Fourth Report and conducting its analysis, the Receiver obtained and relied upon emails, certain unaudited, draft and/or internal financial information and documents prepared by, , and discussions with, various parties including staff and advisors of:
 - a) the Cresford Developments group of companies ("**Cresford**" or the "**Cresford Group**"), the related companies in the condominium development group that included Clover and Halo;
 - b) the Altus Group Limited ("**Altus**"), the quantity surveyor and cost consultant retained to review contract awards, budgets, costs incurred and to provide comments on monthly construction financing draw requests to the Applicants;
 - c) the Receiver's construction manager, SKYGRiD Construction Inc. ("**Skygrid**");
 - d) CBRE Limited (the "**Broker**"), which was retained by the Receiver to market the Halo Project; and
 - e) the Applicants

(collectively, the "**Information**").
- 9) Except as otherwise described in this report:
 - a) The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants of Canada Handbook; and

- b) The Receiver has not conducted an examination or review of any financial forecast and projections in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.

10) Unless otherwise stated, all monetary amounts are expressed in Canadian dollars.

11) Capitalized terms not otherwise defined herein are as defined in the Receiver's previous reports.

ACTIVITIES OF THE RECEIVER

12) Since the Third Report was issued on July 17, 2020, the Receiver has:

- a) Held regular discussions with Skygrid regarding the construction status of the Halo Project and coordinating on payments to be made to trade suppliers on the Halo Project (the "**Trades**") for ongoing work;
- b) Reviewed the revised construction plan for the Halo Project provided by Skygrid using their increased familiarity with the project (the "**Workplan**"), and assessed the implications of the Workplan on the ongoing construction costs and overall forecast cash flow requirements;
- c) Coordinated with the City of Toronto in respect of the agreed extensions of the conditional permits for the Halo Project, and arranged payment of the Parkland Dedication Amount, as described in the Third Report;
- d) Held numerous discussions with the Applicants on the status of the Halo Project, the SISP and other matters;
- e) Held numerous discussions with the Broker regarding the SISP and managed the SISP in conjunction with the Broker; and
- f) Performed other banking, statutory and administrative tasks in connection with the administration of the Halo Receivership Proceedings.

HALO STATEMENT OF RECEIPTS AND DISBURSEMENTS

- 13) The Halo Project receipts and disbursements of the Receiver for the period from the Date of Appointment to August 26, 2020 are set out in Appendix “A” and summarized below:

Halo Project Summary of Statement of Receipts and Disbursements For the Period From March 27 to August 26, 2020	
	\$ million
Total receipts	17.9
Total disbursements	(16.4)
Net excess of receipts over disbursements	1.5

- 14) The Applicants have made advances to the Receiver by way of Receiver’s Borrowings totalling \$17,761,000 in respect of the Halo Project. This amount has been primarily used to pay \$5.1 million of pre-receivership arrears of certain Trades (where such amounts were considered necessary or appropriate, with the consent of the Applicants), the \$6.4 million Parkland Dedication Payment discussed in the Third Report, as well as \$1.7 million of construction costs incurred in April and May, as well as \$3.2 million of property tax, permitting costs, professional costs and HST in connection with the Receivership Proceedings.

STATUS OF THE HALO PROJECT

- 15) Construction at the Halo Project is ongoing, with the Ground level ramp complete and further Ground level slab concrete pours continuing. Plumbing, electrical and waterproofing work continues on the various underground levels.
- 16) In August, Skygrid updated its Workplan for the Halo Project, and the timeline for completion of capping the Halo Project “at grade” remains scheduled for mid-September, being a two to three-week delay compared to the original Workplan. This is the result of delays in commencing certain construction activities due to the implementation of protocols to mitigate the risks associated with COVID-19, and a lower than expected productivity due to extreme weather conditions.
- 17) Consistent with the discussion in the Third Report, the Receiver paid to the City of Toronto the \$2.5 million Halo Net Parkland Dedication Amount prior to July 31, 2020, and provided the \$3.9 million Halo LC to the City of Toronto for the Halo Project on August 14, 2020, in accordance with the conditional permit agreement.

SALE AND INVESTMENT SOLICITATION PROCESS

- 18) The SISP Order provided for a comprehensive marketing process to seek sale and investment proposals for the Halo Project. The actions taken in the SISP are set out below. Based on the results of the SISP, the Receiver now seeks the Court's approval of the sale of the Halo Project to 494 Yonge Street Inc. ("**494 Inc.**"), an affiliate of the Applicants.
- 19) Capitalized terms not otherwise defined in this section of the Fourth Report are as defined in the SISP Order.
- 20) The SISP was structured as a two-phase process.
- 21) **Phase 1** of the SISP formally commenced on June 12, 2020, the day after the Court approved the SISP. The Broker and Receiver:
 - a) Prepared a list of potential bidders that the Receiver and the Broker considered would be viable bidders for the Halo Project. In addition, the Broker identified other potential bidders in its network (collectively, the "Bidder List"). In total, over 1,700 potential interested parties were contacted about the opportunity to participate in the SISP;
 - b) Prepared a marketing summary (the "**Flyer**") describing the opportunity to acquire the Halo Project, and a form of non-disclosure agreement ("NDA") to be shared with the potential bidders. On June 12, 2020, the Broker sent the Flyer and the NDA to all parties on the Bidder List;
 - c) Prepared a confidential information memorandum (the "**CIM**") describing the opportunity in further detail, and prepared an electronic data room (the "**Data Room**") containing further information on the Halo Project. The CIM and the Data Room provided details on the Halo Project, including cost summaries, architectural drawings, contracts, key financial information, and other information that the Receiver viewed as relevant in the circumstances, and also included a form of agreement of purchase and sale prepared by the Receiver's counsel; and
 - d) Published a notice of the SISP in the Globe and Mail (National Edition) on June 18 and 23, 2020, and posted information on the SISP on its Case Website.
- 22) Strong interest was received from the market, with approximately 300 parties contacting the Broker to inquire about the opportunity. Non-disclosure agreements were signed by 58 potential bidders, giving them access to the Data Room.

- 23) During Phase 1 these bidders conducted due diligence on the Halo Project, and the Receiver and the Broker responded to reasonable requests for information made by the Potential Bidders.
- 24) The SISP provides that if the Applicants confirmed to the Receiver on or before June 11, 2020 that neither they nor any of their affiliates intended to bid in the SISP (other than with a Protective Credit Bid) then the Receiver would consult with the Applicants. The Applicants did not provide such a confirmation, and the Receiver was aware of the interest of the Applicants in participating in the SISP, either directly or through an affiliate from the commencement of the SISP. As a result, in order to avoid any conflict of interest, from the commencement of the SISP, the Receiver treated the Applicants on an even-handed basis with other Potential Bidders with regards to information on the Halo Project, and did not provide the Applicants with any information on other bidders or bids received in the SISP.
- 25) The SISP Order provided that any right of the Respondents to redeem the mortgages granted over Halo must be exercised prior to July 2, 2020 after which time there would be “no ongoing right to redeem, notwithstanding any statutory right or other entitlement at law.” The Respondents did not seek to redeem the mortgages on the Halo Project prior to July 2, 2020.
- 26) During Phase 1 of the SISP, there was a delay in obtaining certain key information for Potential Bidders that was not available initially. As such, the Receiver considered it appropriate to extend the Phase 1 Bid Deadline, after consultation with the Broker and pursuant to paragraph 38 of the SISP, the Receiver extended the Phase 1 Bid Deadline from July 16, 2020 to July 21, 2020. The Phase 2 Bid Deadline of August 19, 2020 was not changed.
- 27) As of the revised Phase 1 Bid Deadline on July 21, 2020, a total of eight (8) offers to purchase the Halo Project were received from Potential Bidders. The Receiver elected not to pursue three (3) of the offers, as their respective purchase prices were too low or the offers contained other unsatisfactory conditions. The remaining five (5) bidders were informed that they had made a Qualified Phase 1 Bid, and each became a Selected Bidder invited to participate in Phase 2 of the SISP.
- 28) The Receiver notes that all 8 bids received in Phase 1 contemplated that the existing contracts with Unit Purchasers for the purchase of units in the Halo Project would be terminated. Some, but not all, of the bidders contemplated some form of benefit or discount for the Unit Purchasers if the Halo Project was offered again to the market.
- 29) In **Phase 2**, the Selected Bidders performed additional due diligence, were given the opportunity to conduct site tours, and were invited to submit final binding offers in the form of a Final Bid, prior to the Phase 2 Bid Deadline.

- 30) As of the Phase 2 Bid Deadline, two (2) Final Bids were received from the Selected Bidders. The Receiver understands that of the three (3) Selected Bidders who did not submit Phase 2 bids, one withdrew early in Phase 2 when it became clear they did not have the financial capacity to fund the likely purchase price; and the other two bidders continued to perform due diligence up to the bid date, but ultimately did not obtain their internal approvals to proceed.
- 31) The Receiver consulted with the two Selected Bidders who submitted the Final Bids on the terms of their offers and sought clarifications and/or revisions on the terms and conditions of their offers. The Receiver then performed a comparison of the offers (both financial and non-financial aspects) to facilitate the selection of the winning bid in accordance with the Evaluation Criteria in the SISP.
- 32) The Receiver notes that the value of both of the Final Bids was in excess of the obligations owing to the secured creditors of Halo, including the amount of the Receiver's borrowings. The Receiver notes that the final value of the Successful Bid is significantly higher than the highest value offered in the Phase 1 bids.
- 33) Based on the Receiver's analysis of the Final Bids, the Receiver determined that the offer of 494 Inc. was the Successful Bid, having regard to the Evaluation Criteria set out in the SISP. Among other things, the Successful Bid had a higher purchase price. The Receiver elected not to select a Backup Bid as it was of the view that the cost and time to do so would outweigh the benefit a Backup Bid may offer in this case.
- 34) The Receiver subsequently negotiated and finalized the terms of the agreement of purchase and sale with 494 Inc. (the "**494 APS**"), attached (with financial terms redacted) as Appendix "**B**". The 494 APS is conditional on Court approval. An unredacted version of the 494 APS is attached as Confidential Appendix "**C**".
- 35) The Receiver has summarized the two Final Bids received, including the proposed purchase price that the interested parties indicated in their respective bids, in the summary (the "**Bid Summary**") attached as Confidential Appendix "**D**".
- 36) The Receiver is of the view that it is preferable that the unredacted 494 APS and the Bid Summary remain confidential until the completion of the transaction contemplated therein. If the transaction contemplated is not completed, the Receiver is of the view that efforts to remarket the Halo Project may be impaired if the Bid Summary and/or financial aspects of the 494 APS are made public at this time. Accordingly, the Receiver seeks an order temporarily sealing the Bid Summary and the unredacted 494 APS Agreement in Confidential Appendices "**B**" and "**C**" pending the completion of the transaction.

37) The key terms of the 494 APS are as follows:

- a) Payment of the Purchase Price in full on closing. The Purchase Price is to be adjusted for typical adjustments for a real estate transaction, as well as for the cost of any unfinished work as against the updated Workplan at Closing;
- b) The proposed assumption of numerous pre-receivership contracts with certain Trades, which assumption necessarily includes payment of monetary defaults in respect of these Assumed Contracts. The Receiver notes that satisfactory arrangements have to be negotiated with those Trades in order for such contracts to be assumed by the Purchaser, failing which such contracts will not be assumed by the Purchaser and the monetary defaults will not be cured by the Purchaser;
- c) Payment of a deposit equal to more than 10% of the proposed Purchase Price, which deposit has been received by the Receiver;
- d) The termination of all existing agreements of purchase and sale for units in the Halo Project (the “**Pre-Sale Contracts**”) with pre-sale purchasers (the “**Unit Purchasers**”). However, the APS provides that:
 - i) should 494 Inc. commence a renewed sales offering for all or part of the Halo Project as a condominium within 24 months of Closing, 494 Inc. shall contact the Unit Purchasers and offer a right of first refusal to enter into reinstated agreements of purchase and sale for the same unit in the Halo Project, at a discount of \$150 per square foot to the list price being offered to the market; and
 - ii) 494 Inc. shall make a payment (the “**Deposit Top-Up Payment**”) of 2% of the amount of the cash deposit paid by a Unit Purchaser under its Pre-Sale Contract, if:
 - (1) the Unit Purchaser is offered but does not enter into a renewed agreement of purchase and sale; or
 - (2) if no such offer is made within six months of Closing;
- e) The 494 APS did not include any financing conditions, and 494 provided information evidencing the financial capacity of the Purchaser and its affiliates; and
- f) 494 expressed a desire to close the transaction promptly, and did not require any transition services.

38) The Receiver is of the view that the SISP was conducted in accordance with the terms of the SISP Order, and that the market was fully and properly canvassed. The modification of the Phase 1 Bid Deadline did not, in the Receiver’s view, affect the

interest of potential bidders, and the extension was prudent in order for the information provided to be reviewed. Significant interest was expressed in acquiring the assets of the Companies as evidenced by the number of non-disclosure agreements executed and the level of interest registered in the Phase 1 and 2 bids. To the best of its knowledge, the Receiver considers that all reasonable requests for information made to the Receiver by parties in the SISP were satisfied.

- 39) The APS with 494 Inc. reflects the highest value offer received, and provides more additional benefits for stakeholders than the next highest bid.
- 40) While the APS does result in the termination of the Pre-Sale Contracts, it provides an opportunity for those Unit Purchasers to acquire a unit in the Halo Project at a discounted price (estimated by the Receiver to be equivalent to a 10% discount to current market price) should the project be re-launched as condominiums by 494 Inc. It also provides for the Deposit Top-Up Payment to be made, providing a small additional recovery to Unit Purchasers. The Receiver notes that the deposits paid by Unit Purchasers have been insured by Aviva Insurance of Canada (“**Aviva**”) through Westmount Guarantee Services Inc. (“**Westmount**”) as its agent, and so should be recoverable by those Unit Purchasers.
- 41) The Receiver has advised the Applicants, as well as Aviva/Westmount and OTB Capital Inc., the known secured lenders of the Halo Project (the “**Secured Lenders**”) of the general terms of the 494 APS. The Secured Lenders have informed the Receiver that they support completion of the transaction contemplated in the 494 APS.
- 42) The Receiver is of the view that the APS with 494 Inc. represents the best opportunity to recover the value of the Halo Project in the circumstances.
- 43) Pursuant to the SISP, the Receiver may now bring the Approval Motion (as defined in the SISP) for an order approving the Successful Bid and authorizing the Receiver to enter into any and all necessary agreements and take other actions that are necessary or appropriate to give effect to the Successful Bid. The SISP provides that the Approval Motion will be held on a date to be scheduled by the Court upon a motion by the Receiver in or before the week of September 7, 2020 or such later date as the Receiver, in consultation with the Broker, may determine. Unless or until the Successful Bid is approved by the Court, it shall not be deemed accepted by the Receiver.

NOTICE TO UNIT PURCHASERS

- 44) The Receiver understands that the Unit Purchasers as a whole are currently unrepresented by legal counsel, as the firm who had filed a Notice of Appearance on their behalf withdrew from this matter in early August and no new Notice of Appearance has been filed. The Receiver has also not been contacted by any group of Unit Purchasers seeking to represent themselves. Unit Purchasers with questions

should consult their own legal counsel or the Receiver. However, the Receiver cannot provide advice to Unit Purchasers.

- 45) In order to ensure that the Unit Purchasers are aware of this motion, the Receiver will serve the motion material on all Unit Purchasers by email, where such email addresses are available to the Receiver. The Case Website section for Unit Purchasers will also be updated.

NEXT STEPS

- 46) If the transaction contemplated in the 494 APS is approved by the Court, the Receiver anticipates it will seek further Orders of the Court:
- a) to authorize the Receiver to conduct a claims procedure to call for claims of creditors of Halo Inc. and Halo LP (the “**Claims Procedure**”), given that the Receiver anticipates that there will be net proceeds available to distribute to unsecured creditors; and
 - b) once the Claims Procedure and the closing of the transaction with 494 is completed, to authorize the distribution of the net proceeds in the Receiver’s hands to creditors.

CONCLUSION

- 47) Based on the foregoing, the Receiver respectfully requests that the Court authorize the Receiver to enter into the APS with 494 Inc. and move to complete the transaction.

This Report is respectfully submitted this 28th day of August, 2020.

PricewaterhouseCoopers Inc., LIT
Receiver and Manager of
The Clover on Yonge Inc., The Clover on Yonge Limited Partnership,
480 Yonge Street Inc., and 480 Yonge Street Limited Partnership



John McKenna, CPA, CA, CIRP, LIT, FCA, CIRA
Senior Vice President



Mica Arlette, CPA, CA, CIRP, LIT
Senior Vice President

Appendix A
Statement of Receipts and Disbursements

PRICEWATERHOUSECOOPERS INC. COURT APPOINTED RECEIVER AND MANAGER OF 480 YONGE STREET INC., and 480 YONGE STREET LIMITED PARTNERSHIP STATEMENT OF RECEIPTS AND DISBURSEMENTS FOR THE PERIOD OF MARCH 27, 2020 TO AUGUST 26, 2020	
	CAD \$
Receipts	
Receiver's Borrowings from the Applicants	17,761,000
Cash on hand	159,499
Interest Earned	5,897
Total Receipts	17,926,395
Disbursements	
Pre-filing Trade Arrears	5,120,477
Ongoing Construction Costs	1,680,224
Parkland Dedication Payment	6,428,967
HST (ITC)	1,066,254
Property Taxes and Municipal Charges	439,300
Permitting Costs	370,152
Payroll, Insurance and Overhead Costs	229,737
Professional Fees and Other Restructuring Costs	1,071,148
Bank Charges	132
Total Disbursements	16,406,390
Excess of Receipts over Disbursements	1,520,005
Funds held by Receiver	1,520,005

Appendix B
APS with 494 Inc. (redacted)

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made the 28th day of August, 2020.

BETWEEN:

PRICEWATERHOUSECOOPERS INC. in its capacity as Court-Appointed Receiver and Manager of the assets, undertakings and properties of 480 Yonge Street Inc. and 480 Yonge Street Limited Partnership (collectively, the “**Debtor**”) and not in its personal or corporate capacity

(the “**Vendor**”)

OF THE FIRST PART;

- and -

494 Yonge Street Inc.

(the “**Purchaser**”)

OF THE SECOND PART.

WHEREAS:

- A. Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) dated March 27, 2020 (the “**Receivership Order**”), PricewaterhouseCoopers Inc. was appointed as receiver and manager of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof and including the real property described in Schedule “A” of the Order;
- B. 480 Yonge Street Inc. is the legal and registered owner of the Property (as defined below);
- C. 480 Yonge Street Limited Partnership is the beneficial owner of the Property;
- D. The Vendor desires to sell, and the Purchaser has agreed to purchase, certain assets, undertaking and property of the Debtor, as more particularly set out herein and on the terms and conditions set out herein; and
- E. The Parties have agreed that, subject to the terms and conditions herein, including, without limitation, that this Agreement is selected as the Successful Bid (as defined below) of the Property pursuant to the SISP, the Vendor shall seek the Approval and Vesting Order (as defined below) from the Court vesting title in the Property to the Purchaser (or as the Purchaser may direct), subject only to Permitted Encumbrances (as defined below).

NOW THEREFOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Vendor and the Purchaser agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In this Agreement, the following terms shall have the following respective meanings:

“**Agent**” means CBRE Limited;

“**Agreement**” means this agreement of purchase and sale together with the attached Schedules, as they may be amended or supplemented from time to time;

“**Applicable Laws**” means, with respect to the Property and any Person, transaction or event, all laws, by-laws, rules, regulations, orders, judgments, decrees, decisions or other requirements having the force of law relating to or applicable to such Property, Person, transaction or event;

“**Approval and Vesting Order**” means an Order of the Court substantially the same in form and content as the form set forth in Schedule "C" annexed hereto approving the sale of the Property to the Purchaser pursuant to this Agreement, which shall, among other things (a) approve of the consummation of the transactions contemplated by this Agreement, (b) order that the Purchaser shall have no liability or responsibility for any Liability or other obligation of the Vendor arising under or related to the Property other than as expressly set forth in this Agreement, and (c) vesting title in the Property to the Purchaser or as the purchaser may otherwise direct, free and clear of all rights of Condominium Purchasers pursuant to Existing Agreements of Purchase and Sale and all Encumbrances, subject only to the Permitted Encumbrances and the Assumed Contracts;

“**Assignment and Assumption of Assumed Contracts**” has the meaning set out in Section 6.3;

“**Assumed Contracts**” means, subject to Section 6.6, the Contracts the Purchaser wishes to assume on Closing, which are listed in Schedule D;

“**Backup Bidder**” has the meaning ascribed to such term in the SISP;

“**Books and Records**” means all information in the possession of the Receiver in any form relating to the Property, including books of account, financial and accounting information and records, personnel records, tax records, sales and purchase records, customer and supplier lists, lists of potential customers, referral sources, research and development reports and records, production reports and records, business reports, plans and projections, marketing and advertising materials, and all other documents, files, correspondence and other information (whether in written, printed, electronic or computer printout form, or stored on computer discs or other data and storage software storage and media devices);

“**Building**” means the buildings being constructed or to be constructed on the Lands and “**Building**” refers to any one of the Buildings;

“**Business Day**” means any day other than a Saturday, Sunday or any statutory holiday in the Province of Ontario;

“**Claims**” means any claims, suits, proceedings, liabilities, obligations, losses, damages, penalties, judgments, costs, expenses, fines, disbursements, legal fees on a substantial indemnity basis, interest, demands and actions of any nature or any kind whatsoever;

“**Closing**” means the successful completion of the transactions contemplated in this Agreement;

“**Closing Date**” means the tenth (10th) Business Day following the date upon which the Approval and Vesting Order is obtained and, unless the conditions set out in Sections 4.1(b) and 4.3(b) are waived by the Purchaser and Vendor, respectively, has become a Final Order, or such other date as the parties may mutually agree in writing, provided that the Closing Date shall not be later than the Outside Date;

“**Closing Documents**” means, collectively, documents and deliveries to be made pursuant to Section 6.1 and Section 6.2 hereof;

“**Condominium Purchaser**” means a purchaser of a condominium unit of the Property pursuant to an Existing Agreement of Purchase and Sale;

“**Confidential Information**” shall have the meaning ascribed thereto in Section 10.4;

“**Construction Contracts**” means contracts related to the construction of one or more of the Buildings forming part of the Property and the supply of building materials for such Building(s) with the exception of any Leases relating to the Property;

“**Contracts**” means any contracts or agreements entered into by the Vendor with respect to one or more of the Buildings forming part of the Property, including without limitation, Construction Contracts and Leases but expressly excluding the Permitted Encumbrances and the Existing Agreements of Purchase and Sale;

“**Counter Party**” shall have the meaning ascribed thereto in Section 6.6.

“**Counter Party Consent**” shall have the meaning ascribed thereto in Section 6.6.

“**Court**” means the Ontario Superior Court of Justice (Commercial List);

“**Data Room**” means the electronic data room established by or on behalf of the Vendor containing documents related to the Property for review by the Purchaser;

“**Debtor**” means collectively, 480 Yonge Street Inc. and 480 Yonge Street Limited Partnership;

“**Deposit**” has the meaning set out in Section 2.3;

“**Documents for Inspection**” means those documents, reports and other data contained in the Data Room relating to the Property;

“**Encumbrances**” means, all mortgages, pledges, charges, liens, debentures, trust deeds, assignments by way of security, security interests, conditional sales contracts or other title retention agreements or similar interests or instruments charging, or creating a security interest in, the Property or any part thereof or interest therein, and any agreements, Leases, options, easements, rights of way, restrictions, executions, or other encumbrances (including notices or other registrations in respect of any of the foregoing) affecting title to the Property or any part thereof or interest therein;

“**Execution Date**” means the date the Agreement is executed and delivered by both Parties hereto;

“**Existing Agreements of Purchase and Sale**” means all existing agreements of purchase and sale with respect to the purchase of condominium units within each of the Buildings forming part of the Property;

“**Existing Letters of Credit**” means any letters of credit (including extensions and replacements thereof) posted by the Vendor with a Governmental Authority or any other Person relating to the Property, including all amendments, replacements and extensions thereof;

“**Existing Mortgages**” means, collectively, the charges/mortgages listed in Schedule E;

“**Final Order**” means an Order (a) as to which no appeal, leave to appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been timely filed (in cases in which there is a date by which such filing is required to occur, or, if any of the foregoing has been timely filed, it has been disposed of in a manner that upholds and affirms the subject Order in all material respects without the possibility for further appeal thereon), (b) in respect of which the time period for instituting or filing an appeal, leave to appeal, motion for rehearing or motion for new trial shall have expired (in cases in which such time period is capable of expiring), and (c) as to which no stay is in effect;

“**Governmental Authority**” means any government, regulatory authority, governmental department, agency, commission, board, tribunal or court or other law, rule or regulation-making entity having jurisdiction on behalf of any nation, province or other subdivision thereof or any municipality, district or other subdivision thereof;

“**Halo Workplan**” means the workplan prepared by the Vendor dated May 9, 2020, as may be adjusted or amended from time to time up to five (5) Business Days prior to the Phase 2 Bid Deadline) in connection with the advancement of construction of the Buildings forming part of the Property for the period commencing on the Execution Date and ending on Closing, and the costs associated with such advancement, as disclosed to the Purchaser in the Data Room;

“**HST**” means goods and services tax and/or harmonized sales tax payable pursuant to the *Excise Tax Act* (Canada);

“**HST Declaration and Indemnity**” means the HST Declaration and Indemnity to be delivered by the Purchaser in accordance with Section 6.2(e) and Section 9.2;

“**Included Assets**” means, collectively, the Books and Records for the Property, assignment of all Assumed Contracts relating to the Property, trade names for the Property, all intellectual property for the Property including websites, models including the scale model of each of the Buildings forming part of the Property, advertising literature for the Property, the Plans and any other plans, specifications and drawings for the Property, hoarding for the Property, preconstruction matters for the Property, sales office contents for the Property, Permits for the Property, any specialized crane owned by the Vendor related to one or more of the Buildings being constructed on the Property, the Policy if Purchaser elects to assume same and all other tangible and intangible property relating to the creation of the Buildings forming part of the Property (excluding cash of the Debtor which holds registered and beneficial title to the Property, the Unassumed Contracts and, the Existing Agreements of Purchase and Sale);

“**including**” means including without limitation, and “**includes**” means includes, without limitation;

“**Injunction**” has the meaning set out in Section 5.3;

“**Lands**” means the lands legally described in Schedule A attached hereto;

“**Leases**” means all leases, executed offers to lease, agreements to lease, subleases, renewals of leases and other rights or licences granted by or on behalf of the Vendor or any of its predecessors in title which entitle an entity or Person to possess or occupy any portion of the Property, if any;

“**NDA**” has the meaning set out in Section 2.8;

“**OBCA**” means the *Business Corporations Act* (Ontario) as in effect on the date hereof;

“**Order**” means any administrative decision or award, decree, injunction, judgment, order, quasi-judicial decision or award, ruling or writ of any arbitrator, mediator or Governmental Authority.

“**Outside Date**” has the meaning ascribed to such term in the SISP.

“**Parties**” means, collectively, the Vendor and the Purchaser, and “**Party**” means either one of them;

“**Permits**” means all demolition, foundation and building permits and any other permits in connection with one or more of the Buildings or the Lands forming part of the Property;

“**Permitted Encumbrances**” means those Encumbrances listed in Schedule B annexed hereto;

“**Person**” means and is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, the government of a country or any political subdivision thereof, or any agency or department of any such government, and the estate trustees or other legal representatives of an individual in such capacity;

“**Phase 2 Bid Deadline**” has the meaning given to such term in the SISP;

“**Plans**” means all of the architectural plans prepared by all architects providing services for the proposed Buildings forming part of the Property;

“**Policy**” has the meaning given to it in Section 2.6(d);

“**Property**” means the Lands, Buildings and the Included Assets;

“**Purchase Price**” has the meaning given to it in Section 2.2;

“**Purchaser’s Solicitors**” means Torys LLP;

“**Receivership Order**” has the meaning given to it in Recital A;

“**Reliance Letters**” has the meaning set out in Section 2.7;

“**Reports**” has the meaning set out in Section 2.7;

“**Section 118 Restriction**” means the application to annex restrictive covenants s.118 registered as Instrument No. AT4799916 on February 9, 2018 against the Lands in favour of the Director of Community Planning, Toronto and East York District, for the City of Toronto;

“**SISP**” means the sale and investor solicitation process developed by the Vendor in connection with the marketing and solicitation of offers for the sale and/or financing of the Property as approved by the SISP Order;

“**SISP Order**” means the Order of the Court dated June 4, 2020, approving the SISP;

“**Substantial Damage**” means loss, damage or destruction to the Property which an independent architect or engineer engaged by the Vendor has determined will take more than 270 days to repair or restore;

“**Successful Bid**” has the meaning set out in the SISP;

“**Successful Bidder**” has the meaning set out in the SISP;

“**Unassumed Asset**” shall have the meaning ascribed thereto in Section 6.6;

“**Unassumed Contracts**” means those Contracts relating to the Property which are not Assumed Contracts;

“**Unfinished Work**” shall have the meaning ascribed thereto in Section 2.6(c);

“**Unfinished Work Cost**” shall have the meaning ascribed thereto in Section 2.6(c);

“**Vendor's Solicitors**” means McCarthy Tétrault LLP; and

“**Work Orders**” means, collectively, all work orders issued by Governmental Authorities, notices of violation issued by Governmental Authorities and other matters of non-

compliance with zoning and other requirements of Governmental Authorities relating to the Property.

1.2 Currency

All dollar amounts set out in this Agreement refer to Canadian Dollars.

1.3 Extended Meanings

Grammatical variations of any terms defined herein have similar meanings to such defined terms; words importing number include the singular and the plural; words importing gender include the feminine, neuter and masculine genders.

1.4 Headings

The division of this Agreement into separate Articles, sections and Schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.5 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and, except as herein stated and in the instruments and documents to be executed and delivered pursuant hereto, contains all of the representations, warranties and agreements of the respective Parties with respect to the subject matter hereof. There are no verbal representations, undertakings or agreements of any kind between the Parties.

1.6 Severability

If any covenant, obligation or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each covenant, obligation and provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

1.7 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

1.8 Business Days

Where anything is required to be done under this Agreement on a day that is not a Business Day, then the day for such thing to be done shall be the next following Business Day.

1.9 Time

Time shall be of the essence of this Agreement. Except as expressly set out in this Agreement, the computation of any period of time referred to in this Agreement shall exclude the

first day and include the last day of such period. The time limited for performing or completing any matter under this Agreement may be extended or abridged by an agreement in writing by the Parties or by their respective solicitors.

1.10 Schedules

The following schedules (collectively, the “**Schedules**”) are attached to this Agreement and form an integral part hereof:

- Schedule A – The Lands
- Schedule B – Permitted Encumbrances
- Schedule C – Form of Approval and Vesting Order
- Schedule D – List of Assumed Contracts
- Schedule E – Existing Mortgages
- Schedule F – Encumbrances to be Discharged and Expunged

ARTICLE 2 PURCHASE AND PURCHASE PRICE

2.1 Purchase

If the Purchaser is the Successful Bidder of the Property, the Purchaser agrees to purchase and the Vendor agrees to sell, assign and transfer to the Purchaser, the Property for the Purchase Price on and subject to the terms of this Agreement.

2.2 Purchase Price

The Purchase Price for the Property shall be [REDACTED]

In addition to the Purchase Price, the Purchaser will pay on or prior to Closing, directly to the counterparties of any Assumed Contracts and Included Assets, the monetary defaults in relation to such Assumed Contracts and Included Assets as provided for in, and subject to the provisions of, Section 6.3.

2.3 Payment of Purchase Price

The Purchase Price shall be satisfied and paid by the Purchaser to the Vendor as follows:

(a) [REDACTED] being approximately 11.62% of the Purchase Price, by wire transfer in immediately available funds paid in accordance with the terms of the SISP, and to be held and dealt with in accordance with the terms of the SISP, as a deposit (the “**Deposit**”); and

(b) in connection with the balance of the Purchase Price, subject to adjustments set out in Section 2.6 with respect to the Property, by wire transfer in immediately available funds on the Closing Date to the Vendor or as it may in writing direct.

2.4 Deposit

(a) The Deposit shall be held by the Vendor's Solicitors in trust in an interest-bearing account or term deposit, pending Closing of this transaction or earlier termination of this Agreement. Subject to the rights of the Vendor set out in Section 2.9 hereof, the Deposit and any accrued interest thereon shall be credited on account of the Purchase Price on Closing.

(b) If the transaction of purchase and sale which is contemplated in this Agreement is not completed for any reason other than the default of the Purchaser, the entire Deposit, together with all accrued interest thereon shall forthwith be returned to the Purchaser.

(c) If the transaction of purchase and sale which is contemplated in this Agreement is not completed by reason of the default of the Purchaser, then, the Deposit and any accrued interest thereon shall be forfeited to (and become the property of) the Vendor and thereupon be paid to the Vendor as liquidated damages (and not as a penalty) and thereafter the Purchaser shall have no further obligations or liabilities of any nature or kind whatsoever to the Vendor hereunder, save and except for the obligations set out in Section 2.9 and Section 10.4 hereof.

2.5 Letters of Credit

On Closing, the Purchaser shall deliver to the beneficiaries thereof letters of credit on the same terms to replace the Existing Letters of Credit, such that the Existing Letter of Credit will be returned to the issuers for cancellation on the Closing Date.

2.6 Adjustments

The Vendor and the Purchaser shall adjust the amount due on Closing as set out in Section 2.3 as of midnight on the day immediately preceding the Closing Date (with the Closing Date itself being for the account of the Purchaser) on account of the following items:

- (a) accrued but unpaid realty taxes, local improvement rates and charges;
- (b) accrued but unpaid utilities and utility deposits;
- (c) costs and expenses relating to or arising from any unfinished works as set out in the Halo Workplan (collectively, the "**Unfinished Work**"), the amount of which shall be certified by the Vendor's independent consultant, Skygrid Construction, to the Purchaser at least two (2) Business Days prior to the Closing Date (the "**Unfinished Work Cost**"). The Purchaser shall receive a credit on the statement of adjustments in a sum equal to the Unfinished Work Cost, and from and after Closing, the Vendor shall have no further obligation or liability to the Purchaser in respect of the Unfinished Work;
- (d) insurance premiums shall not be adjusted as of the Closing Date, but insurance shall remain the responsibility of the Vendor until the Closing Date. Notwithstanding the foregoing, the Purchaser may, at its option, upon Notice to the Vendor prior to Closing, elect to take an assignment of the existing construction insurance policies and builder's all risk insurance policy (collectively, the "**Policy**") with respect to the Property if same are assignable. If

the Purchaser elects to assume the Policy and the Policy is assigned to the Purchaser on Closing, there shall be an adjustment to the Purchase Price for any prepaid insurance premiums with respect to the Policy and the Vendor hereby agrees to work with the Purchaser to negotiate with the existing insurers to effect a transfer of the Policy to the Purchaser on Closing. For clarity, the Vendor has no obligation to ensure the transfer of the Policy and failure by the Purchaser to obtain the transfer of the Policy shall not entitle the Purchaser to terminate this Agreement or delay Closing; provided that, there shall be no adjustment to the Purchase Price pursuant to this Section 2.6(d) if the Policy is not transferred to the Purchaser on Closing; and

- (e) other adjustments established by usual practice for the purchase and sale of similar construction projects in Ontario being sold through a receivership process.

If any item that is subject to adjustment cannot be determined, or agreed upon between the Purchaser and the Vendor, on Closing, an estimate shall be made by the Vendor for the purposes of Closing and a final adjustment shall be made when the particular item can be determined. All claims for readjustments must be made on or before that date which is three (3) months after Closing. After the expiry of such period, the adjustments made by the parties shall be final and binding.

The initial draft of the statement of adjustments for the Property shall be delivered to the Purchaser by the Vendor at least three (3) Business Days prior to the Closing Date and shall have annexed to it reasonable details of the calculations used by the Vendor to arrive at all debits and credits on the statement of adjustments.

Notwithstanding anything contained herein to the contrary, the Purchaser shall have no liability for costs, fees, expenses or other amounts incurred in connection with the Property relating to: (i) the Existing Mortgages (including the principal and all accrued interest thereunder); (ii) Receiver Borrowings (including the principal and all interest accrued thereunder, as such term is defined in the Receivership Order); (iii) the Unassumed Assets; (iv) the Unassumed Contracts (including amounts required to pay construction lien holdbacks, amounts incurred by Vendor to terminate Unassumed Contracts and arrears due and payable under Unassumed Contracts); (v) deposits paid by the Unit Purchasers pursuant to their respective Existing Agreement of Purchase and Sale; and (vi) amounts required to pay construction lien holdbacks in connection with the Assumed Contracts which accrued prior to Closing and which rank in priority to the Existing Mortgages pursuant to Applicable Laws, whether disputed or undisputed, subject to Section 6.3(c)(iii).

This Section 2.6 shall survive Closing.

2.7 Documents for Inspection

The Vendor has made available to the Purchaser in the Data Room electronic copies of the Documents for Inspection. In addition, the Vendor shall use commercially reasonable efforts, without the expenditure of funds, to seek to obtain and deliver to the Purchaser, without cost to the Purchaser, on or prior to Closing, reliance letters from WSP Global Inc. in connection with all environmental reports prepared by it relating to the Property (collectively, the “**Reports**”), which reliance letters shall be addressed to the Purchaser and the Purchaser’s lender authorizing the Purchaser and such lender to use and rely on the Reports if so desired (collectively, the “**Reliance**

Letters”). For clarity, failure by the Vendor to obtain such Reliance Letters as aforesaid shall not constitute a default on the part of the Vendor, nor shall it entitle the Purchaser to terminate this Agreement.

2.8 Authorizations

The Vendor shall deliver to the Purchaser within two (2) Business Days from the later of (a) the Execution Date, and (b) the date on which the Purchaser executes and delivers a non-disclosure agreement, in form satisfactory to the Vendor, acting reasonably (the “**NDA**”), to the Vendor and the Agent, such authorizations to Authorities as reasonably requested and prepared by the Purchaser, to permit the Purchaser to obtain information from their files (but not including or permitting any authorization to inspect the Property). The Purchaser agrees it will not request any inspection of the Property by any Governmental Authorities.

2.9 Inspections

Upon selection of the Purchaser as the Successful Bidder, the Vendor agrees that the Purchaser or its agents, shall have the right to enter the Property, upon reasonable prior notice to the Vendor, in order to conduct inspections as may be considered necessary or desirable by the Purchaser, provided that in so doing no damage is done to the Property. The Vendor or its designated agents shall be entitled to be present at the Property during the aforementioned inspections, tests, or consultations to be performed or undertaken by or on behalf of the Purchaser. The Purchaser shall, in exercising its rights hereunder, comply with all COVID-19 and all other occupation health and safety requirements of the Vendor or the Vendor’s construction contractor. In the event of any damage caused by the Purchaser to the Property, the Purchaser agrees to repair any such damage at its own expense, in order to restore the Property to its original state, and the Purchaser hereby indemnifies and saves harmless the Vendor from all Claims which the Vendor may suffer as a result of the aforesaid tests and inspections. In the event that the Purchaser fails to pay any of the foregoing Claims as and when required, thereafter the Vendor shall be entitled to, without prejudice to any other rights or remedies that it may have pursuant to this Agreement or at law or in equity, deduct from the Deposit paid by the Purchaser hereunder the amount of any Claims which the Vendor may suffer as a result of a breach of this Section 2.9. This provision shall not merge, but shall survive, any termination of this Agreement.

2.10 Existing Agreements of Purchase and Sale

- (a) The Vendor shall request, in seeking the Approval and Vesting Order, that the Approval and Vesting Order shall provide that there will be a termination, repudiation or rejection of all Existing Agreements of Purchase and Sale and title to the Property will vest to the Purchaser on Closing free and clear of all rights of the Unit Purchasers pursuant to the Existing Agreements of Purchase and Sale and the Existing Agreements of Purchase and Sale will not be effective against the Property or binding on the Purchaser.
- (b) Provided that the Purchaser, within twenty-four (24) months of Closing (the “**Relaunch Period**”) determines in its sole, absolute and subjective discretion that it will commence a renewed sales offering for all or part of the Property as a condominium (in this Section 2.10(b), the “**Purchaser’s Relaunch**”), then the Purchaser shall contact the applicable former Unit Purchasers and shall offer to

enter into reinstated agreements of purchase and sale or new agreements of purchase and sale for condominium units in the Property (collectively, the “**Reinstated Agreements of Purchase and Sale**”). In seeking to enter into Reinstated Agreements of Purchase and Sale, the Purchaser shall provide each of the Unit Purchasers of the terminated or disclaimed Agreements of Purchase and Sale for the Property a discount on the same unit previously purchased by such Unit Purchaser at the Property (in this Section 2.10(b), the “**Relevant Unit**”) from the initial list price of condominium units of \$150 per saleable square foot in the Purchaser’s Relaunch together with a right of first refusal on the Relevant Unit for a period of 5 days following the Purchaser’s Relaunch.

- (c) Subject to Section 2.10(d), the Purchaser covenants and agrees to pay to any former Unit Purchaser that is offered but does not enter into a Reinstated Agreement of Purchase and Sale, an amount equal to 2% of the amount of the cash deposit paid by said Unit Purchaser pursuant to its Existing Agreement of Purchase and Sale (the “**Deposit Top-Up Payment**”). Such Deposit Top-Up Payment shall be paid to each such former Unit Purchaser on or prior to the 90th day following the expiration of the offer to enter into a Reinstated Agreement of Purchase and Sale.
- (d) The Purchaser covenants and agrees that if any former Unit Purchaser has not received an offer within six (6) months of Closing, whether or not the Purchaser has commenced a Purchaser’s Relaunch, then it shall pay an amount equal to the Deposit Top-Up Payment to each such former Unit Purchaser on or prior to the 90th day following the expiration of such six (6) month period. For certainty, if a former Unit Purchaser has received a Deposit Top-Up Payment pursuant to this subsection 2.10(d), it shall not be entitled to receive a Deposit Top-Up Payment pursuant to subsection 2.10(c).
- (e) For clarity, the Vendor and the Purchaser each hereby acknowledges and agrees that the deposits paid by the Unit Purchasers pursuant to their respective Existing Agreement of Purchase and Sale are insured by Westmount Guarantee Company, and the Deposit Top-Up Payment, if applicable, shall be in addition to any deposit which may be recovered by such Unit Purchaser through its insurance claim.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Vendor

The Vendor represents and warrants as follows:

- (a) Authority

The Vendor is a professional services corporation formed under the laws of Canada and has been duly appointed as receiver of the Debtor by the Receivership Order. Subject to obtaining the Approval and Vesting Order and subject at all times to the Receivership Order and the oversight of the Court, the Vendor has the power and capacity to dispose of the Property and all necessary action, approvals and

authorizations will have been taken or given to authorize the execution and delivery of this Agreement and the performance of the obligations hereunder by it as the Vendor.

(b) Enforceability of Obligations

Subject to this Agreement being selected as the Successful Bid in accordance with the SISP and obtaining the Authorization and Vesting Order, this Agreement has been validly executed and delivered by the Vendor, in its capacity as Court appointed receiver and manager of the Property, and is a valid and legally binding obligation of the Vendor enforceable against the Vendor, in its capacity as Court appointed receiver and manager of the Property, in accordance with its terms.

(c) Non-Residency Status

Neither the Vendor nor the Debtor is a non-resident of Canada within the meaning of Section 116 of the Income Tax Act (Canada).

3.2 Representations, Warranties and Covenants of the Purchaser

The Purchaser represents, warrants and covenants as follows:

(a) Authority

The Purchaser is a corporation incorporated under the laws of the *Canada Business Corporations Act* and has the power and capacity to enter into this Agreement and all other agreements contemplated by this Agreement and to perform its obligations under this Agreement and all other agreements contemplated by this Agreement. All necessary action, approvals and authorizations have been taken or given to authorize the execution and delivery of this Agreement and the performance of the obligations hereunder by it as the Purchaser.

(b) No Breach of Constatng Documents or Laws

Neither the entering into nor the delivery of this Agreement nor the completion by the Purchaser of the transactions contemplated in this Agreement will conflict with, or constitute a material default under, or result in a material violation of (i) any of the provisions of the formation documents or by-laws of the Purchaser, or (ii) any Applicable Laws.

(c) Enforceability of Obligations

This Agreement has been validly executed and delivered by the Purchaser and is a valid and legally binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms. As of the date of this Agreement, the Purchaser foresees no event that would prevent it from having the legal capacity to execute the Closing Documents on the Closing Date.

(d) No Bankruptcy

The Purchaser (i) is not an insolvent Person within the meaning of the *Bankruptcy and Insolvency Act* (Canada) or the *Winding-up and Restructuring Act* (Canada), (ii) has not made an assignment in favour of its creditors or a proposal in bankruptcy to its creditors or any class thereof, (iii) has not had any petition for a receiving order presented in respect of it, and (iv) has not initiated proceedings with respect to a compromise or arrangement with its creditors or for its winding up, liquidation or dissolution.

(e) Competition Act

Pursuant to Section 111(d) of the Competition Act (Canada) no filings or notifications are required for the transaction of purchase and sale which is contemplated in this Agreement.

(f) HST

On or prior to Closing, the Purchaser or, if the Purchaser will be a nominee title holder on Closing, and each party holding a beneficial interest in the Property will be a registrant for the purposes of Part IX of the *Excise Tax Act* (Canada) and, by virtue of paragraph 221(2)(b) of such Act, the Vendor shall not be obligated to collect HST from the Purchaser or to pay HST, and on Closing, the Purchaser or the Purchaser's nominee and its beneficial owner and will enter into the HST Declaration and Indemnity contemplated by Section 6.2(e) and Section 9.2 on the Closing Date.

(g) Non-Resident Status

The Purchaser or, if the Purchaser will be a nominee title holder on Closing, and each party holding a beneficial interest in the Property, is not now and will not be as of the Closing Date a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada).

(h) Financial Ability

The Purchaser has, or shall have by the Closing Date, the required funds to close the transactions contemplated by this Agreement, either in cash or with financing, and the Purchaser shall forthwith after the Execution Date deliver to the Vendor evidence satisfactory to the Vendor, in its sole and absolute discretion, of the Purchaser's financial ability to Close.

3.3 **Survival**

The representations and warranties contained in Section 3.1 and Section 3.2 shall survive for a period of one (1) year following the Closing Date.

3.4 **As Is, Where Is**

The Purchaser acknowledges and agrees that, subject to the representations and warranties of the Vendor contained in this Agreement:

- (a) in entering into this Agreement, the Purchaser has relied and will continue to rely entirely and solely upon its own inspections and investigations with respect to the Property, including the physical and environmental condition of the Property and the review of the documentation made available to the Purchaser pursuant to this Agreement, including without limitation, all Contracts and Encumbrances, and the Purchaser acknowledges it is not relying on any information furnished by the Vendor or any other Person on behalf of or at the direction of the Vendor in connection therewith;
- (b) the Purchaser acknowledges and agrees that no statements or representations by any Person have induced or influenced the Purchaser to enter this Agreement or to agree to any of its terms, or have been relied on in any way by the Purchaser as being accurate or have been taken into account by the Purchaser as being important to the Purchaser's decision to enter this Agreement or to agree to any of its terms;
- (c) the Purchaser further acknowledges and agrees that additional permits, authorizations and other approvals and costs associated with such permits, authorizations and other approvals, in connection with the development of the Property may be required in order to complete the construction of the Property, and the Vendor or any other Person on behalf of or at the direction of the Vendor has not made, and the Purchaser acknowledges that it is not relying upon, any express or implied agreement, representation or warranty of any kind whatsoever as to the foregoing.
- (d) the Property is being purchased and assumed by the Purchaser on an "as is, where is" basis as of Closing and without any express or implied agreement, representation or warranty of any kind whatsoever as to the title, condition, area, suitability for development, physical characteristics, profitability, use or zoning, the existence of latent defects, any environmental matter or as to the accuracy, currency or completeness of any information or documentation supplied or to be supplied in connection with the Property and, without limiting the foregoing, any and all conditions or warranties expressed or implied pursuant to the *Sale of Goods Act* (Ontario) will not apply and are waived by the Purchaser; and
- (e) the Vendor shall have no obligation or responsibility to the Purchaser after Closing with respect to any matter relating to the Property or the condition thereof, except as otherwise expressly provided in this Agreement.

This Section 3.4 shall survive Closing.

ARTICLE 4 CONDITIONS

4.1 Purchaser's Conditions

The obligation of the Purchaser to complete the transaction contemplated in this Agreement is conditional, which conditions have been inserted for the sole benefit of the Purchaser and which the Purchaser alone may waive, on the following:

- (a) this Agreement is the Successful Bid in respect of the Property in accordance with the SISP;
- (b) the Approval and Vesting Order shall have been obtained, which shall be a Final Order on or before the Closing Date;
- (c) the representations and warranties of the Vendor contained in Section 3.1, being true in all material respects on and as of the Closing Date with the same effect as if those representations and warranties had been made on and as of the Closing Date; and
- (d) all of the covenants and agreements of the Vendor to be performed on or before the Closing Date pursuant to this Agreement having been duly performed in all material respects.

4.2 Satisfaction of Purchaser's Conditions

In the event that the conditions set out in Section 4.1 are not satisfied or waived in writing by the Purchaser on or before the applicable timelines set forth in Section 4.1, the Purchaser may, in its sole discretion, terminate this Agreement by Notice to the Vendor, whereupon this Agreement shall be terminated and neither Party shall have any further obligation or liability to the other (other than those obligations which are expressly stated to survive termination of this Agreement). The conditions set forth in Section 4.1 are for the sole benefit of the Purchaser and may be waived in whole or in part by the Purchaser by Notice in writing to the Vendor on or before the applicable timelines set forth in Section 4.1. Notwithstanding the foregoing, the conditions set forth in Section 4.1 shall be deemed to be satisfied if Closing occurs.

4.3 Vendor's Conditions

The obligation of the Vendor to complete the transaction contemplated by this Agreement is conditional, which conditions have been inserted for the sole benefit of the Vendor and which the Vendor alone may waive, on the following:

- (a) this Agreement is the Successful Bid in respect of the Property in accordance with the SISP;
- (b) the Approval and Vesting Order shall have been obtained, which shall be a Final Order on or before the Closing Date;
- (c) the representations and warranties of the Purchaser contained in Section 3.2, being true in all material respects on and as of the Closing Date with the same effect as if those representations and warranties had been made on and as of the Closing Date; and
- (d) all of the covenants and agreements of the Purchaser to be performed on or before the Closing Date pursuant to this Agreement having been duly performed in all material respects.

4.4 Satisfaction of Vendor's Conditions

In the event that the conditions set out in Section 4.3 are not satisfied or waived in writing by the Vendor on or before the applicable timelines set forth in Section 4.3, the Vendor may, in its sole discretion, terminate this Agreement by notice in writing to the Purchaser, whereupon this Agreement shall be terminated and neither Party shall have any further obligation or liability to the other (other than those obligations which are expressly stated to survive termination of this Agreement). The conditions set forth in Section 4.3 are for the sole benefit of the Vendor and may be waived in whole or in part by the Vendor by notice in writing to the Purchaser on or before Closing. Notwithstanding the foregoing, the conditions set forth in Section 4.3 shall be deemed to be satisfied if Closing occurs.

4.5 Outside Date

In the event that:

- (a) the Approval and Vesting Order is not obtained; or
- (b) unless the conditions set out in Sections 4.1(b) and 4.3(b) as it relates to the Approval and Vesting Order becoming a Final Order are waived by the Purchaser and Vendor, respectively, the Approval and Vesting Order is obtained but it has not become a Final Order,

prior to the Outside Date, this Agreement shall be automatically terminated and the Deposit together with accrued interest thereon shall be paid to the Purchaser and neither Party shall have any further obligation or liability to the other (other than those obligations which are expressly stated to survive termination of this Agreement including, without limitation, Section 2.9 and Section 10.4).

4.6 Risk and Damage

- (a) Other than as may be herein otherwise expressly provided, the Property shall be and remain, until Closing, at the risk of the Vendor in its capacity as Court Appointed Receiver and Manager of the Property. Pending Closing, the Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interest may appear.
- (b) In the event of any loss or damage to the Property prior to Closing:
 - (i) neither the Purchaser nor the Vendor shall be entitled to terminate this Agreement;
 - (ii) the Purchaser shall be entitled to the proceeds of insurance in respect of the loss or damage and to the extent of any positive difference between the cost to repair the loss or damage as certified by Skygrid Construction (the "**Cost to Repair**"), and the amount of insurance proceeds available and recoverable in respect of such loss or damage, the Purchase Price shall be adjusted downwards to reflect such difference up to a maximum amount of \$10,000,000 (the

“**Adjustment Threshold Amount**”). In the event that the Cost to Repair exceeds the amount of insurance proceeds available and recoverable in respect of such loss or damage above the Adjustment Threshold Amount, the Purchaser, in its sole and subjective discretion, shall have the option of terminating this Agreement upon written notice to the Vendor (the “**Notice of Termination**”) delivered within Two (2) Business Days of receipt of the certificate of Skygrid Construction certifying the Cost to Repair, whereupon this Agreement shall be terminated and neither Party shall have any further obligation or liability to the other (other than those obligations which are expressly stated to survive termination of this Agreement). If a Notice of Termination is not delivered within the aforesaid timeline, the Purchaser shall be deemed not to elect to terminate this Agreement, and the Purchase Price shall be adjusted downwards in an amount equal to the Adjustment Threshold Amount and the Vendor and the Purchaser shall Close the transaction contemplated herein in accordance with the terms of this Agreement (including subsection (iii) below);

- (iii) the Vendor shall pay any deductibles in respect of such loss or damage; and
- (iv) the Purchaser and Vendor shall complete the transactions contemplated in this Agreement.

- (c) Subject to Sections 2.6(d) and 4.6(a), no insurance shall be transferred on the Closing Date.

ARTICLE 5 TITLE

5.1 Section 118 Restriction

If the Purchaser is the Successful Bidder in respect of the Property, the Purchaser (with the assistance of the Vendor) shall use commercially reasonable efforts to obtain the required consent of the Director of Community Planning, Toronto and East York District, for the City of Toronto to the transactions contemplated herein and any financing of the Purchaser to be secured by the Property (the “**Section 118 Consent**”) in accordance with the provisions of the Section 118 Restriction, on or prior to the date of the Approval and Vesting Order for the Property. The Vendor shall reasonably cooperate with the Purchaser in seeking the Section 118 Consent from the City of Toronto. If the Purchaser has not obtained the Section 118 Consent on or before the date of the Approval and Vesting Order, the Vendor will seek the approval of the Court to register the Approval and Vesting Order and any financing of the Purchaser to be secured by the Property (the “**Charge**”) on title to the Property notwithstanding the Section 118 Restriction. If the Section 118 Consent is not obtained and the Court does not approve the registration of the Approval and Vesting Order and the Charge on title to the Property notwithstanding the Section 118 Restriction then either the Purchaser or the Vendor shall have the one-time right in its sole, subjective and arbitrary discretion to extend the Closing Date and Outside Date for a period of up to 30 days by Notice delivered to the other Party at any time prior to the Closing Date in order to try and obtain

the Section 118 Consent prior to the extended Closing Date. If the Section 118 Consent is not obtained prior to the extended Closing Date or neither the Purchaser nor the Vendor exercises its right to extend the Closing Date, this Agreement shall be automatically terminated and the Deposit shall be returned to the Purchaser with interest and without deduction and thereafter neither the Vendor nor the Purchaser shall have any further obligations or liabilities of any nature or kind whatsoever to the other Party save and except for the obligations set out in Section 2.9 and Section 10.4.

5.2 Title and Approval and Vesting Order

The Vendor and the Purchaser acknowledge and agree that if the Purchaser is the Successful Bidder, the Vendor shall apply to the Court within ten (10) days of selection of the Successful Bidder in accordance with the SISP, or such other date as set out in the SISP, for the Approval and Vesting Order. The Vendor shall seek, in the Approval and Vesting Order, that title in the Property be vested to the Purchaser or as the Purchaser may otherwise direct, free and clear of all rights of Condominium Purchasers pursuant to Existing Agreements of Purchase and Sale and all Encumbrances (including without limitation those listed in Schedule F, which shall be discharged and expunged by the Court), subject only to the Permitted Encumbrances and the Assumed Contracts.

5.3 Litigation

Either the Vendor or the Purchaser shall have the one-time right in its sole, subjective and arbitrary discretion to extend the Outside Date for a period of up to 30 days by Notice delivered to the other Party at any time before Closing if an order is issued by a Governmental Authority purporting to restrain or prohibit the sale of the Property or an application for an injunction restraining the sale, an improvident sale action to restrain the sale, or any other application, action or motion, has been brought or is threatened to be commenced by any party having an interest in the Property (collectively an “**Injunction**”). In the event that the Injunction has not been resolved on or before the extended Outside Date as hereinbefore provided so that the Closing may occur or neither the Vendor nor the Purchaser elects to extend the Outside Date, this transaction shall be automatically terminated. Upon such termination neither Party shall have any further obligation or liability to the other (other than those obligations which are expressly stated to survive termination of this Agreement including, without limitation, Section 2.9 and Section 10.4), and neither the Vendor or the Purchaser shall be liable to the other for any costs, damages, losses or expenses incurred and the Purchaser’s Deposit shall be returned to the Purchaser together with all interest accrued thereon.

ARTICLE 6 CLOSING DOCUMENTS

6.1 Vendor’s Closing Documents

On Closing, the Vendor shall prepare and execute or cause to be executed and shall deliver or cause to be delivered to the Purchaser the following:

- (a) a copy of the Approval and Vesting Order;

- (b) a certificate of the Vendor certifying that it is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada);
- (c) a certificate of the Vendor certifying that the representations and warranties of the Vendor contained in Section 3.1 are true and accurate as of the Closing Date in all material respects;
- (d) a final statement of Adjustments;
- (e) an undertaking of the Vendor to readjust the Adjustments;
- (f) an assignment and assumption of the Plans;
- (g) the Assignment and Assumption of Assumed Contracts;
- (h) an assignment by the Vendor to the Purchaser of all of the Permitted Encumbrances and an assumption by the Purchaser of the Debtor's obligations thereunder (the "**Assignment and Assumption of Permitted Encumbrances**");
- (i) the Reliance Letters, if available;
- (j) payout statements in respect of each of the Existing Mortgages, setting out the outstanding principal, interest, and details of letters of credits issued and outstanding;
- (k) a direction re: funds with respect to the payment of the Purchase Price;
- (l) a certificate from Skygrid Construction certifying:
 - (i) for the period commencing after the date of the Receivership Order only, the extent to which construction of the Property undertaken by the Vendor has advanced until two (2) Business Days prior to Closing in accordance with Applicable Laws and industry standard sound business and management practices;
 - (ii) Unfinished Work; and
 - (iii) Unfinished Work Costs;
- (m) general notice of assignment of Assumed Contract or Permitted Encumbrance;
- (n) general notice of assignment of Permits;
- (o) any specific assignment and assumption of an Assumed Contract, Permitted Encumbrance or Permit if such Assumed Contract, Permitted Encumbrance or Permit requires a specific form of assignment and assumption agreement; and
- (p) such other documents which are required pursuant to this Agreement and which the Purchaser has reasonably requested on or before Closing to give effect to the transaction contemplated herein.

All such documentation shall be in form and substance acceptable to the Purchaser and the Vendor, each acting reasonably.

6.2 Purchasers' Closing Documents

On Closing, the Purchaser shall execute or cause to be executed and shall deliver or cause to be delivered to the Vendor the following:

- (a) an undertaking of the Purchaser to readjust the Adjustments;
- (b) an assumption and assumption of the Plans;
- (c) the Assignment and Assumption of Assumed Contracts;
- (d) the Assignment and Assumption of Permitted Encumbrances;
- (e) an HST Declaration and Indemnity of the Purchaser and evidence of HST registration as provided for in Section 9.2 of this Agreement;
- (f) copies of replacements of the Existing Letters of Credit;
- (g) any specific assignment and assumption of an Assumed Contract, Permitted Encumbrance or Permit if such Assumed Contract, Permitted Encumbrance or Permit requires a specific form of assignment and assumption agreement; and
- (h) such other documents which are required pursuant to this Agreement and which the Vendor has reasonably requested on or before Closing to give effect to the transaction contemplated herein.

All such documentation shall be in form and substance acceptable to the Purchaser and the Vendor, each acting reasonably.

6.3 Contracts

(a) The Vendor shall seek to have the Approval and Vesting Order provide that the Purchaser shall not have any liability or obligation in respect of any Unassumed Contracts.

(b) The Purchaser shall have the right to amend the list of Assumed Contracts so as to remove any Assumed Contract by delivery of Notice (the "**Rejection Notice**") to the Vendor on or prior to five (5) Business Days prior to Closing, provided that doing so shall not result in any change in the Purchase Price. Any Assumed Contract listed in the Rejection Notice shall for all purposes of this Agreement be deemed to be an Unassumed Contract.

(c) On Closing, the Vendor shall assign to the Purchaser all of the Assumed Contracts and other Included Assets which assignment agreement (the "**Assignment and Assumption of Assumed Contracts**") shall provide that the Purchaser:

- (i) subject to Section 2.6 and Section 6.3(d), shall pay on Closing all monetary defaults in relation to the Assumed Contracts and other

Included Assets, save and except for those arising by reason only of the Debtor's insolvency, the commencement of the receivership proceedings or the Debtor's failure to perform a non-monetary obligation, including without limitation all arrears accrued with respect to the Assumed Contracts and Included Assets, to the extent such amounts are due and payable prior to Closing;

- (ii) shall assume all other obligations and liabilities with respect to the Assumed Contracts and other Included Assets which arise following Closing, excluding all applicable amounts required to pay the portion of construction lien claims that would otherwise rank in priority to the Existing Mortgages pursuant to Applicable Laws pursuant to the Assumed Contracts, which applicable amounts shall be paid by Vendor on Closing to the counterparty under the Assumed Contract if such amounts are due and payable in accordance with the applicable lien legislation from the proceeds of the Purchase Price; and
- (iii) shall pay, directly to the counterparty under the applicable Assumed Contracts, the portion of construction lien claims that would otherwise rank in priority to the Existing Mortgages pursuant to Applicable Laws which are not due and payable under applicable lien legislation as at the Closing Date (the "**Holdback Amounts**") as such amounts become due and payable under the applicable lien legislation, provided that the Purchase Price shall be adjusted in favour of the Purchaser in an amount equal to the Holdback Amounts on Closing.

(d) Notwithstanding the provisions of Section 6.3(c), the Purchaser shall have the right to negotiate and settle directly with the counterparty to any Assumed Contract or other Included Asset the quantum of the monetary defaults payable prior to Closing in relation to such Assumed Contract or other Included Asset. Subject to Section 6.6, to the extent that an agreement as to the quantum of the monetary defaults payable prior to Closing in relation to such Assumed Contract or other Included Asset cannot be reached between the Purchaser and the counterparty to any Assumed Contract or other Included Asset prior to Closing, the Purchaser shall pay on Closing such monetary defaults in the quantum originally determined by the Vendor and set out in the Documents for Inspection located in the Data Room, subject to the Purchaser's right to amend the list of Assumed Contracts in accordance with Section 6.3(b) hereof. For greater certainty, the failure by the Purchaser to settle the quantum of the monetary defaults payable in relation to the Assumed Contract or other Included Asset set forth in this Subsection 6.3(d) prior to the Closing Date shall not entitle the Purchaser to extend the Closing Date or otherwise terminate this Agreement.

(e) The provisions of this Section 6.3 shall survive and not merge on Closing.

6.4 Employees

The Approval and Vesting Order shall provide that the Purchaser shall have no obligation or responsibility to retain or pay any common law or statutory amounts payable or obligations or liabilities in connection with any employees of the Debtor.

6.5 Receiver's Certificate

Upon receipt of written confirmation from the Purchaser that all of the conditions contained in Section 4.1 have been satisfied or waived by the Purchaser, and upon receipt of written confirmation from the Vendor that all of the conditions contained in Section 4.3 have been satisfied or waived by the Vendor, the Vendor shall forthwith deliver to the Purchaser the Receiver's Certificate in accordance with the Approval and Vesting Order.

6.6 Assumed Contracts and Other Included Assets Requiring Consent to Assignment

In connection with any Assumed Contract or other Included Asset that requires the consent of the counter party thereunder (the "**Counter Party**") in order to assign or transfer such Assumed Contract or Included Asset to the Purchaser, the Purchaser (with the assistance of the Vendor) shall use commercially reasonable efforts to obtain the consent of the Counter Party in accordance with the provisions of the Assumed Contract or Included Asset (each such consent being a "**Counter Party Consent**") on or prior to the date of the Approval and Vesting Order. The Vendor shall reasonably cooperate with the Purchaser in seeking such consent from each Counter Party. If the Purchaser has not obtained a Counter Party Consent in respect of an Assumed Contract or Included Asset on or prior to the date of the Approval and Vesting Order, the Vendor will seek the approval of the Court to the assignment/transfer of such Assumed Contract or Included Asset without consent of the Counter Party in the Approval and Vesting Order subject to all monetary defaults accrued under or in respect of such Assumed Contract or Included Asset being paid in accordance with Section 6.3 of this Agreement. If any Counter Party Consent is not obtained, and Court does not approve the assignment/transfer of such Assumed Contract or Included Asset without consent of the Counter Party, then such Assumed Contract shall be deemed not to be an Assumed Contract or Included Asset (the "**Unassumed Asset**"), and the Vendor shall seek to have the Approval and Vesting Order provide that the Purchaser shall not have any liability or obligation in respect of such deemed Unassumed Asset. For clarity, failure of the Court to approve the assignment/transfer of such Assumed Contract or Included Asset without consent of the Counter Party or to provide in the Approval and Vesting Order that the Purchaser shall not have any liability or obligation in respect of such deemed Unassumed Asset does not constitute a default by the Vendor under this Agreement and shall not give rise to any rights of termination hereunder by either the Purchaser or the Vendor.

ARTICLE 7 SISP

7.1 SISP

The Parties acknowledge that this Agreement and the transactions contemplated herein are subject to this Agreement being selected as the Successful Bid in accordance with the SISP and obtaining the Approval and Vesting Order.

ARTICLE 8 TERMINATION

8.1 Termination of Agreement

This Agreement may be validly terminated prior to the Closing as follows:

- (a) automatically upon the selection of a Successful Bidder by the Vendor in accordance with the SISP in the event that the Purchaser is not the Successful Bidder. For greater certainty, if the Purchaser is selected as the Backup Bidder, this Agreement shall automatically terminate;
- (b) by the Purchaser for failure to satisfy any of the conditions set forth in Section 4.1, and such conditions are not waived by the Purchaser;
- (c) by the Vendor for failure to satisfy any of the conditions set forth in Section 4.3, and such conditions are not waived by the Vendor;
- (d) at any time by mutual written consent of the Parties; or
- (e) in accordance with any other provision of this Agreement which permits the termination of this Agreement.

In the event that this Agreement is terminated due to a breach by the Vendor of any of its obligations hereunder, the Purchaser hereby acknowledges and agrees that the Vendor's aggregate liability under any and all Claims by the Purchaser arising from or in connection with the aforesaid termination and/or breach by the Vendor shall be limited to an amount equal to \$20,000,000 plus any interest which would have accrued on such amount for the period commencing on the Phase 2 Bid Deadline and ending on the date of termination of this Agreement, at an interest rate equal to the interest rate applicable to the Deposit.

ARTICLE 9 CLOSING ARRANGEMENTS

9.1 Tender

Any tender of documents or money under this Agreement may be made upon the Parties or their respective lawyers, and money shall be tendered by wire transfer of immediately available funds to the account specified by the receiving Party.

9.2 Taxes and Fees

The Purchaser shall be responsible for the costs of the Purchaser's Solicitors in respect of this transaction. The Purchaser shall be responsible for and pay any and all federal, provincial and other sales, retail, goods and services, value added, land transfer and other taxes payable on the transfer of the Property, together with all duties, registration fees or other charges payable in respect of registration by it of any documents on Closing, including any discharges of Encumbrances which are not Permitted Encumbrances, and all federal and provincial sales and other taxes payable by a purchaser upon or in connection with the conveyance or transfer of the Property. All costs incurred by the Purchaser with respect to the Purchaser's due diligence for the acquisition of the Property shall be for the account of the Purchaser.

On Closing, the Purchaser shall either remit to the Vendor all HST in respect of the sale of the Property or self-assess for the eligible HST and deliver prior to Closing to the Vendor a HST declaration and indemnity, in form satisfactory to the Vendor, acting reasonably, stating the Purchaser is registered under Subdivision d of Division V of Part IX of the ETA for the collection

and remittance of HST. The Purchaser shall indemnify and save harmless the Vendor from any HST penalty, interest or other amounts which may be payable by or assessed against the Vendor under the ETA as a result of or in connection with the Vendors' failure to collect and remit any HST applicable on the sale and conveyance of the Property by the Vendor.

**ARTICLE 10
MISCELLANEOUS**

10.1 Notice

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

(a) to the Vendor at:

PricewaterhouseCoopers Inc.
PWC Tower
18 York Street, Suite 2600
Toronto, ON M5J 0B2

Attention: John McKenna, Senior Vice President
Email: john.p.mckenna@pwc.com

with a copy to:

McCarthy Tétrault LLP
TD Bank Tower, Suite 5300
Box 48, 66 Wellington Street West
Toronto, ON M5K 1E6

Attention: Heather Meredith
Email: hmeredith@mccarthy.ca
and

Attention: James Klein
Email: jklein@mccarthy.ca

(b) to the Purchaser at:

c/o QuadReal Property Group
199 Bay Street, Suite 4900
Toronto, ON M5L 1G2

Attention: Senior Vice President, Development, Eastern Canada
Email: toby.wu@quadreal.com

with a copy to:

c/o QuadReal Property Group
199 Bay Street, Suite 4900
Toronto, ON M5L 1G2

Attention: Chief Legal Officer and Corporate Secretary
Email: roger.chouinard@quadreal.com

with a copy to:

Torys LLP
79 Wellington Street West, Suite 3000
Toronto, ON M5K 1N2

Attention: Sabrina Gherbaz
Email: sgherbaz@torys.com

A Notice is deemed to be given and received (i) if sent by personal delivery, electronic mail or same-day courier, on the date of delivery if it is a Business Day and the delivery was made prior to 5:00 p.m. (Toronto time) and otherwise on the next Business Day, (ii) if sent by overnight courier, on the next Business Day if the delivery was made prior to 5:00 p.m. (local time in place of receipt) on such Business Day and otherwise on the next Business Day, or (iii) if sent by email, on the same Business Day when such Notice is sent. A Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed.

10.2 Further Assurances

Each of the Parties hereto shall execute and deliver all such further documents and do such other things as the other Party may reasonably request in order to give full effect to this Agreement.

10.3 Assignment

The Purchaser shall have the right, at any time to assign the Agreement to any "affiliate" as defined in the OBCA.

The Purchaser shall not otherwise assign any of its rights or obligations hereunder without the prior written consent of the Vendor, which consent may not be unreasonably or arbitrarily withheld or delayed. If the Purchaser does so assign its rights and obligations hereunder, it shall be a condition of any such assignment that the aforesaid assignee execute and deliver to the Vendor an agreement assuming all of the rights and obligations of the Purchaser under this Agreement in form and substance acceptable to the Vendor, acting reasonably, following which the aforesaid assignee(s) shall have the full right to enforce this Agreement as though it were the original Purchaser herein. The Purchaser further acknowledges and agrees that any such assignment shall not release the Purchaser from its obligations and liabilities hereunder until the completion of Closing.

10.4 Confidentiality

Until Closing (and in the event this Agreement is terminated for any reason other than its completion, then also from and after such termination for a period of two (2) years), the Purchaser, which shall, for the purpose of this Section 10.4 only, include the Purchaser's employees, officers, trustees, representatives and affiliates, shall keep confidential (i) the transactions contemplated by this Agreement and (ii) this Agreement and all information, documentation and records obtained from the Vendor or its consultants, agents, advisors or solicitors with respect to the Property as well as any information arising out of the Purchaser's access to the Documents for Inspection and the Purchaser's own due diligence with respect thereto (collectively, the "**Confidential Information**").

The Purchaser shall not directly or indirectly provide access to the Confidential Information to any other Person, except the Purchaser's Solicitors, financial and other advisors, consultants, accountants, lenders, investors (collectively, the "**Authorized Recipients**"), and only to the extent such Authorized Recipients (i) need to know such information in connection with the transaction, and (ii) are instructed by the Purchaser to keep such information confidential.

The Confidential Information referred to in this Section 10.4 shall not include:

- (a) public information or information in the public domain at the time of receipt by the Purchaser or its consultants, agents, advisors, partners and solicitors;
- (b) information which becomes public through no fault or act of the Purchaser or its Authorized Recipients;
- (c) any information, documentation and records in the possession or control of the Purchaser and not obtained from the Vendor or its consultants, agents, advisors or solicitors in connection with the sale transaction contemplated by this Agreement or the SISP;
- (d) information required to be disclosed by law; provided that the Purchaser will provide prompt written notice of such requirement to the Vendor so that the Vendor may seek, at its expense, an appropriate protective order prior to the time required for disclosure. The Purchaser agrees to furnish only that portion of the information which it is advised, by written opinion of counsel, is legally required;
- (e) any information disclosed by the Purchaser in connection with any litigation or other court proceeding.

If this Agreement is terminated for any reason, the Purchaser shall promptly return to the Vendor all written Confidential Information (other than the Purchaser's notes and due diligence materials) and similar material including all copies, and shall destroy all of the Purchaser's notes and due diligence materials containing Confidential Information related to this transaction (except for such due diligence materials, if any, that the Purchaser is required to maintain due to requirements of Applicable Laws) except where same is used in conjunction with litigation or court proceedings instituted by the Purchaser against the Vendor.

If this Agreement is terminated for any reason, the Purchaser shall keep all information obtained from Governmental Authorities confidential and shall not use it for any purpose

whatsoever except where same is used in conjunction with litigation or other court proceedings relating to a Claim against the Vendor in connection with this Agreement.

The Vendor agrees that this Agreement and transaction contemplated by this Agreement and any information provided by the Purchaser to the Vendor with respect to the Purchaser will remain confidential between the parties. Notwithstanding the foregoing, the Vendor may provide copies of this Agreement to the secured creditors of the Debtor and the Agent, and shall be subject to the obligations of the Vendor with respect to the preparation and distribution of material to parties required to receive notice respecting the obtaining of the Authorization and Vesting Order.

This provision shall not merge, but shall survive, any termination of this Agreement for a period of two (2) years.

10.5 Agent

The Parties acknowledge and agree that the Agent is the agent for the Vendor and the Vendor shall be responsible for all fees, commissions and other amounts payable to the Agent in connection with this transaction. The Purchaser shall be responsible for all fees, commissions and other amounts payable to the Purchaser's agent or broker, if any.

10.6 Counterparts

This Agreement and any Closing Document may be executed in counterparts and when each Party has executed a counterpart, each of such counterparts shall be deemed to be an original and all of such counterparts, when taken together, shall constitute one and the same agreement. This Agreement and any Closing Document may be signed by way of associating or otherwise appending an electronic signature or other facsimile signature of the applicable signatory, and the words "executed", "execution", "signed", "signature", and words of like effect in this Agreement and any Closing Document shall be deemed to include electronic signature or other facsimile signature, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature.

10.7 Waiver

No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.


10.8 Subdivision Control Legislation

This Agreement and the transactions reflected herein are subject to compliance with Section 50 of the *Planning Act* (Ontario).


[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF this Agreement has been executed as of the date hereof by the Vendor and Purchaser under the hands of their respective proper signing officers duly authorized in that behalf.

494 YONGE STREET INC.

Per: 

Name: Toby Wu
Title: Senior Vice President, Development

Per: 

Name: Remco Daal
Title: President, Canadian Real Estate
I/We have authority to bind the Corporation.

PRICEWATERHOUSECOOPERS INC., solely in its capacity as Court-Appointed Receiver and Manager of 480 YONGE STREET INC. and 480 YONGE STREET LIMITED PARTNERSHIP, and not in its personal capacity

Per: _____
Name:
Title:

Per: _____
Name:
Title:
I/We have authority to bind the Corporation.

SCHEDULE A
THE LANDS

480 Yonge Street, Toronto

PIN 21104-0240 (LT):

LOT 14, 13 AND 12, PLAN 159 AND PART OF LOT 11, PLAN 159 AND PART OF LOT 10, PLAN 159, PARTS 1, 2, 3, 5, 7, 8 AND 9 PLAN 66R31023; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 2 AND 3, PLAN 66R-31023 AS IN AT4885191; SUBJECT TO AN EASEMENT OVER PARTS 1, 2, 3, 5, 7, 8 AND 9 PLAN 66R31023 AS IN AT5016113; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 5 AND 7 PLAN 66R-31023 AS IN AT4885185; TOGETHER WITH AN EASEMENT OVER PART 4 PLAN 66R-31023 AS IN AT4885179; TOGETHER WITH AN EASEMENT OVER PART 6 PLAN 66R-31023 AS IN AT4885179; SUBJECT TO AN EASEMENT OVER PARTS 1, 2, 3, 5, 7, 8 AND 9 PLAN 66R-31023 AS IN AT5120450; CITY OF TORONTO

SCHEDULE B
PERMITTED ENCUMBRANCES

A. GENERAL

- (1) All existing Work Orders relating to the Property.
- (2) Any municipal agreements and agreements with publicly regulated utilities.
- (3) Subdivision agreements, site plan control agreements, servicing or industrial agreements, utility agreements, airport zoning regulations and other similar agreements with Government Authorities or private or public utilities affecting the development or use of the Lands.
- (4) Any easements for the supply of domestic utility or telephone services to the Property or adjacent properties.
- (5) Encumbrances respecting minor encroachments by the Lands over neighbouring lands and/or permitted under agreements with the owners of such other lands and minor encroachments over the Lands by improvements of abutting land owners.
- (6) Title defects or irregularities which are of a minor nature and in the aggregate will not materially impair the use or marketability of the Lands for the purposes for which it is presently used or proposed to be used by the Debtor.
- (7) Any easements or rights of way in favour of any Governmental Authority, any private or public utility, any railway company or any adjoining owner, including easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the Property.
- (8) Any unregistered liens, or other encumbrances of any nature claimed by or held by Her Majesty the Queen in the Right of Canada or the Province of Ontario or any agency or authority under or pursuant to any applicable legislation, statute or regulation.
- (9) All reservation, limitations, provisos, and conditions expressed in the original grant of title of the lands and premises comprising the Property from the Crown.

B. SPECIFIC

1. Instrument No. AT4184440 registered April 5, 2016 being a Bylaw to designate the property at 484 Yonge Street (Yonge street fire hall clock tower) as being of cultural heritage value or interest.
2. Instrument No. AT4418876 registered November 30, 2016 being a Transfer from 2425775 Ontario Inc., KS 484, 486 and 488 Yonge Street Inc., 2331980 Ontario Inc. and 2352433 Ontario Inc. to 480 Yonge Street Inc.

3. Instrument No. AT4632203 registered July 20, 2017 being a Notice of Heritage Easement Agreement between City of Toronto and 480 Yonge Street Inc.
4. Instrument No. AT4643102 registered August 1, 2017 being a Bylaw to designate the property at 480 Yonge Street [*sic*] as being of cultural heritage value or interest.
5. Instrument No. AT4675297 registered September 7, 2017 being a Notice of Section 37 Agreement between 480 Yonge Street Inc. and City of Toronto.
6. Instrument No. AT4799910 registered February 9, 2018 being a Notice of Section 111 Agreement between 480 Yonge Street Inc. and City of Toronto.
7. Instrument No. AT4799916 registered February 9, 2018 being a Section 118 Restriction-Land from 480 Yonge Street Inc.
8. Instrument No. AT4885178 registered June 13, 2018 being a Notice of Site Plan Agreement between 480 Yonge Street In. and City of Toronto.
9. Instrument No. AT4885185 registered June 13, 2018 being a Transfer Easement from 480 Yonge Street Inc. in favour of City of Toronto.
10. Instrument No. AT4885191 registered June 13, 2018 being a Transfer Easement from 480 Yonge Street Inc. to City of Toronto.
11. Instrument No. AT5016113 registered November 26, 2018 being Transfer Easement from 480 Yonge Street Inc. in favour of Rogers Communications Inc.
12. Instrument No. AT5120450 registered April 25, 2019 being a Transfer Easement from 480 Yonge Street Inc. in favour of Enbridge Gas Inc.
13. Instrument No. AT5291223 registered November 13, 2019 being an Application re Absolute Title (Remarks: AT5154073)
14. Instrument No. CT183299 registered June 29, 1976, being an Encroachment Agreement between The Corporation of The City of Toronto, The Municipality of Metropolitan Toronto and Bell Silver.
15. Instrument No. CT799634 registered July 8, 1986, being an Encroachment Agreement between The Corporation of The City of Toronto, The Municipality of Metropolitan Toronto and Jai Chand Narang and Chander Kanta Narang.
16. Instrument No. CT949225 registered May 17, 1988, being an Encroachment Agreement between The Corporation of The City of Toronto and Len Unitas and Barry Manoff.
17. Instrument No. CA442442 registered December 9, 1996, being an Encroachment Agreement between The Corporation of The City of Toronto and Hop Man Leung and Mei Cheung.

SCHEDULE C
FORM OF APPROVAL AND VESTING ORDER

See attached.

SCHEDULE D
LIST OF ASSUMED CONTRACTS

1. Alloy Fusion Inc.
2. Altus Group Limited
3. Architects Alliance
4. ATCO Structures & Logistics L
5. Dale & Lessmann
6. Dell-Core Edge Protection Ltd
7. DJV Limited
8. Dolente Concrete & Drain Co
9. E.R.A. Architects Inc.
10. The Fence People
11. Innocon Partnership
12. Isherwood
13. Jablonsky, Ast and Partners
14. Jensen Hughes Consulting Cana
15. KC Structural Ltd.
16. K-Line Maintenance &
17. Lam & Associates Ltd.
18. Live Patrol Inc.
19. Noram Building Systems Inc.
20. Ozz Electric
21. PETRA Consultants Ltd.
22. Quick Fence Inc
23. R. Avis Surveying Inc.
24. Rebar Enterprises Inc.
25. Reprodex Limited
26. Salit Steel
27. Scaf-Tech Inc.
28. Smart Safety Solutions
29. Stephenson's Rental Services
30. Verdi Structures Inc
31. William Scotsman of Canada, I
32. WSP Canada Inc.
33. Xact Mechanical Inc.
34. You-Go Rental & Sales
35. Delsan Aim
36. Michael Bros
37. Dekla
38. Marel
39. Ankor Engineering
40. Midnorthern Appliances
41. PM Sheetmetal

42. Connolly Marble & Granite Ltd
43. McIntosh Perry
44. Selco Elevators Limited
45. Sky Window
46. Toronto Hydro-Electric System
47. Skygrid Construction
48. Ryan LLC

SCHEDULE E
EXISTING MORTGAGES

Instruments on Title

1. Instrument No. AT4418877 registered on November 30, 2016, being a Charge from the Registered Owner and 50 Charles Street Limited in favour of bcIMC Construction Fund Corporation in the original principal amount of \$158,850,744.00.
 - (a) Instrument No. AT4418878 registered on November 30, 2016, being a Notice of Assignment of Rents – General in favour of bcIMC Construction Fund Corporation.
 - (b) Instrument No. AT4632366 registered July 20, 2017, being a Postponement of T4418877 and AT4418878 to AT4632203 (Heritage Easement Agreement).
 - (c) Instrument No. AT4675298 registered September 7, 2017, being a Postponement of AT4418877 and AT4418878 to AT4675297 (Section 37 Agreement).
 - (d) Instrument No. AT4799911 registered February 9, 2018, being a Postponement of AT4418877 and AT4418878 to AT4799910 (Section 111 Agreement).
 - (e) Instrument No. AT4799917 registered February 9, 2018, being a Postponement of AT4418877 and AT4418878 to AT4799916 (S.118 Restriction).
 - (f) Instrument No. AT4844636 registered on April 18, 2018, being a Notice of Charge Amending Agreement dated April 18, 2018 between Registered Owner and bcIMC Construction Fund Corporation amending the aggregate amount of the Charge to \$334,466,751.00.
 - (g) Instrument No. AT4849663 registered on April 26, 2018, being a Notice of Charge Amending Agreement dated April 26, 2018 between Registered Owner, 50 Charles Street Limited and bcIMC Construction Fund Corporation amending the aggregate amount of the Charge to \$344,466,751.00.
 - (h) Instrument No. AT4885186 registered June 13, 2018, being a Postponement of AT4418877, AT4418878, AT4844636 and AT4849663 to AT4885185 (City of Toronto Easement).
 - (i) Instrument No. AT4885192 registered June 13, 2018, being a Postponement of AT4418877, AT4418878, AT4844636 and AT4849663 to AT4885191 (Pedestrian Sidewalk Easement).
 - (j) Instrument No. AT5130467 registered May 7, 2019, being a Notice of Change of Address for bcIMC Construction Fund Corporation.
 - (k) Instrument No. AT5130468 registered May 7, 2019 being a Notice of Change of Address for Service - Instrument from bcIMC Specialty Fund Corporation.

2. Instrument No. AT4418879 registered on November 30, 2016, being a Charge from the Registered Owner in favour of Aviva Insurance Company of Canada in the original principal amount of \$3,000,000.00.
 - (a) Instrument No. AT4632367 registered July 20, 2017, being a Postponement of AT4418879 to AT4632203 (Heritage Easement Agreement).
 - (b) Instrument No. AT4675299 registered September 7, 2017, being a Postponement of AT4418879 to AT4675297 (Section 37 Agreement).
 - (c) Instrument No. AT4799912 registered February 9, 2018, being a Postponement of AT4418879 to AT4799910 (Section 111 Agreement).
 - (d) Instrument No. AT4799918 registered February 9, 2018, being a Postponement of AT4418879 to AT4799916 (S.118 Restriction).
 - (e) Instrument No. AT4885187 registered June 13, 2018, being a Postponement of AT4418879 to AT4885185 (City of Toronto Easement).
 - (f) Instrument No. AT4885193 registered June 13, 2018, being a Postponement of AT4418879 to AT4885191 (Pedestrian Sidewalk Easement).

3. Instrument No. AT4418880 registered on November 30, 2016, being a Charge from the Registered Owner and 50 Charles Street Limited in favour of bcIMC Specialty Fund Corporation in the original principal amount of \$36,616,005.00.
 - (a) Instrument No. AT4418881 registered on November 30, 2016, being a Notice of Assignment of Rents – General in favour of bcIMC Specialty Fund Corporation.
 - (b) Instrument No. AT4632368 registered July 20, 2017, being a Postponement of AT4418880 and AT4418881 to AT4632203 (Heritage Easement Agreement).
 - (c) Instrument No. AT4675300 registered September 7, 2017, being a Postponement of AT4418880 and AT4418881 to AT4675297 (Section 37 Agreement).
 - (d) Instrument No. AT4799913 registered February 9, 2018, being a Postponement of AT4418880 and AT4418881 to AT4799910 (Section 111 Agreement).
 - (e) Instrument No. AT4799919 registered February 9, 2018, being a Postponement of AT4418880 and AT4418881 to AT4799916 (S.118 Restriction).
 - (f) Instrument No. AT4821291 registered March 14, 2018, being a Notice of Change of Address for bcIMC Specialty Fund Corporation re: AT4418880 and AT4418881.
 - (g) Instrument No. AT4849664 registered on April 26, 2018, being a Notice of Charge Amending Agreement dated April 26, 2018 between Registered Owner, 50 Charles

Street Limited and bcIMC Specialty Fund Corporation amending the aggregate amount of the Charge to \$74,066,673.00.

- (h) Instrument No. AT4885188 registered June 13, 2018, being a Postponement of AT4418880, AT4418881 and AT4849664 to AT4885185 (City of Toronto Easement).
 - (i) Instrument No. AT4885194 registered June 13, 2018, being a Postponement of AT4418880, AT4418881 and AT4849664 to AT4885191 (Pedestrian Sidewalk Easement).
 - (j) Instrument No. AT5130468 registered May 7, 2019, being a Notice of Change of Address for bcIMC Specialty Fund Corporation
4. Instrument No. AT4418882 registered on November 30, 2016, being a Charge from the Registered Owner in favour of Aviva Insurance Company of Canada in the original principal amount of \$93,000,000.00.
- (a) Instrument No. AT4632369 registered July 20, 2017, being a Postponement of AT4418882 to AT4632203 (Heritage Easement Agreement).
 - (b) Instrument No. AT4675301 registered September 7, 2017, being a Postponement of AT4418882 to AT4675297 (Section 37 Agreement).
 - (c) Instrument No. AT4799914 registered February 9, 2018, being a Postponement of AT4418882 to AT4799910 (Section 111 Agreement).
 - (d) Instrument No. AT4799920 registered February 9, 2018, being a Postponement of AT4418882 to AT4799916 (S.118 Agreement).
 - (e) Instrument No. AT4885189 registered June 13, 2018, being a Postponement of AT4418882 to AT4885185 (City of Toronto Easement).
 - (f) Instrument No. AT4885195 registered June 13, 2018, being a Postponement of AT4418882 to AT4885191 (Pedestrian Sidewalk Easement).
5. Instrument No. AT4418883 registered on November 30, 2016, being a Charge from the Registered Owner in favour of Cresford Equities in the original principal amount of \$18,500,000.00.
- (a) Instrument No. AT4632370 registered July 20, 2017, being a Postponement of AT4418883 to AT4632203 (Heritage Easement Agreement).
 - (b) Instrument No. AT4675302 registered September 7, 2017, being a Postponement of AT4418883 to AT4675297 (Section 37 Agreement).
 - (c) Instrument No. AT4799915 registered February 9, 2018, being a Postponement of AT4418883 to AT4799910 (Section 111 Agreement).

- (d) Instrument No. AT4799921 registered February 9, 2018, being a Postponement of AT4418883 to AT4799916 (S.118 Agreement).
- (e) Instrument No. AT4844638 registered April 18, 2018, being a Postponement of AT4418883 to AT4844636 (bcIMC Construction Fund Corporation Charge Amending Agreement).
- (f) Instrument No. AT4849665 registered April 26, 2018, being a Postponement of AT441883 to AT4849663 (bcIMC Construction Fund Corporation Charge Amending Agreement).
- (g) Instrument No. AT4849666 registered April 26, 2018, being a Postponement of AT441883 to amended charge AT4849664 (bcIMC Specialty Fund Corporation Charge Amending Agreement).
- (h) Instrument No. AT4885190 registered June 13, 2018, being a Postponement of AT4418883 to AT4885185 (City of Toronto Easement).
- (i) Instrument No. AT4885196 registered June 13, 2018, being a Postponement of AT4418883 to AT4885191 (Pedestrian Sidewalk Easement).
- (j) Instrument No. AT5422075 registered May 4, 2020, being a Transfer of Charge from Crestford Equities Inc. to OTB Capital Inc. of Charge AT4418883.

SCHEDULE F

ENCUMBRANCES TO BE DISCHARGED AND EXPUNGED

1. Instrument No. AT4418877 registered on November 30, 2016, being a Charge from the Registered Owner and 50 Charles Street Limited in favour of bcIMC Construction Fund Corporation in the original principal amount of \$158,850,744.00.
 - (a) Instrument No. AT4418878 registered on November 30, 2016, being a Notice of Assignment of Rents – General in favour of bcIMC Construction Fund Corporation.
 - (b) Instrument No. AT4632366 registered July 20, 2017, being a Postponement of T4418877 and AT4418878 to AT4632203 (Heritage Easement Agreement).
 - (c) Instrument No. AT4675298 registered September 7, 2017, being a Postponement of AT4418877 and AT4418878 to AT4675297 (Section 37 Agreement).
 - (d) Instrument No. AT4799911 registered February 9, 2018, being a Postponement of AT4418877 and AT4418878 to AT4799910 (Section 111 Agreement).
 - (e) Instrument No. AT4799917 registered February 9, 2018, being a Postponement of AT4418877 and AT4418878 to AT4799916 (S.118 Restriction).
 - (f) Instrument No. AT4844636 registered on April 18, 2018, being a Notice of Charge Amending Agreement dated April 18, 2018 between Registered Owner and bcIMC Construction Fund Corporation amending the aggregate amount of the Charge to \$334,466,751.00.
 - (g) Instrument No. AT4849663 registered on April 26, 2018, being a Notice of Charge Amending Agreement dated April 26, 2018 between Registered Owner, 50 Charles Street Limited and bcIMC Construction Fund Corporation amending the aggregate amount of the Charge to \$344,466,751.00.
 - (h) Instrument No. AT4885186 registered June 13, 2018, being a Postponement of AT4418877, AT4418878, AT4844636 and AT4849663 to AT4885185 (City of Toronto Easement).
 - (i) Instrument No. AT4885192 registered June 13, 2018, being a Postponement of AT4418877, AT4418878, AT4844636 and AT4849663 to AT4885191 (Pedestrian Sidewalk Easement).
 - (j) Instrument No. AT5130467 registered May 7, 2019, being a Notice of Change of Address for bcIMC Construction Fund Corporation.
 - (k) Instrument No. AT5130468 registered May 7, 2019 being a Notice of Change of Address for Service - Instrument from bcIMC Specialty Fund Corporation.

2. Instrument No. AT4418879 registered on November 30, 2016, being a Charge from the Registered Owner in favour of Aviva Insurance Company of Canada in the original principal amount of \$3,000,000.00.
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 - (b) Instrument No. AT4675299 registered September 7, 2017, being a Postponement of AT4418879 to AT4675297 (Section 37 Agreement).
 - (c) Instrument No. AT4799912 registered February 9, 2018, being a Postponement of AT4418879 to AT4799910 (Section 111 Agreement).
 - (d) Instrument No. AT4799918 registered February 9, 2018, being a Postponement of AT4418879 to AT4799916 (S.118 Restriction).
 - (e) Instrument No. AT4885187 registered June 13, 2018, being a Postponement of AT4418879 to AT4885185 (City of Toronto Easement).
 - (f) Instrument No. AT4885193 registered June 13, 2018, being a Postponement of AT4418879 to AT4885191 (Pedestrian Sidewalk Easement).

3. Instrument No. AT4418880 registered on November 30, 2016, being a Charge from the Registered Owner and 50 Charles Street Limited in favour of bcIMC Specialty Fund Corporation in the original principal amount of \$36,616,005.00.
 - (a) Instrument No. AT4418881 registered on November 30, 2016, being a Notice of Assignment of Rents – General in favour of bcIMC Specialty Fund Corporation.
 - (b) Instrument No. AT4632368 registered July 20, 2017, being a Postponement of AT4418880 and AT4418881 to AT4632203 (Heritage Easement Agreement).
 - (c) Instrument No. AT4675300 registered September 7, 2017, being a Postponement of AT4418880 and AT4418881 to AT4675297 (Section 37 Agreement).
 - (d) Instrument No. AT4799913 registered February 9, 2018, being a Postponement of AT4418880 and AT4418881 to AT4799910 (Section 111 Agreement).
 - (e) Instrument No. AT4799919 registered February 9, 2018, being a Postponement of AT4418880 and AT4418881 to AT4799916 (S.118 Restriction).
 - (f) Instrument No. AT4821291 registered March 14, 2018, being a Notice of Change of Address for bcIMC Specialty Fund Corporation re: AT4418880 and AT4418881.
 - (g) Instrument No. AT4849664 registered on April 26, 2018, being a Notice of Charge Amending Agreement dated April 26, 2018 between Registered Owner, 50 Charles

Street Limited and bcIMC Specialty Fund Corporation amending the aggregate amount of the Charge to \$74,066,673.00.

- (h) Instrument No. AT4885188 registered June 13, 2018, being a Postponement of AT4418880, AT4418881 and AT4849664 to AT4885185 (City of Toronto Easement).
 - (i) Instrument No. AT4885194 registered June 13, 2018, being a Postponement of AT4418880, AT4418881 and AT4849664 to AT4885191 (Pedestrian Sidewalk Easement).
 - (j) Instrument No. AT5130468 registered May 7, 2019, being a Notice of Change of Address for bcIMC Specialty Fund Corporation
4. Instrument No. AT4418882 registered on November 30, 2016, being a Charge from the Registered Owner in favour of Aviva Insurance Company of Canada in the original principal amount of \$93,000,000.00.
- (a) Instrument No. AT4632369 registered July 20, 2017, being a Postponement of AT4418882 to AT4632203 (Heritage Easement Agreement).
 - (b) Instrument No. AT4675301 registered September 7, 2017, being a Postponement of AT4418882 to AT4675297 (Section 37 Agreement).
 - (c) Instrument No. AT4799914 registered February 9, 2018, being a Postponement of AT4418882 to AT4799910 (Section 111 Agreement).
 - (d) Instrument No. AT4799920 registered February 9, 2018, being a Postponement of AT4418882 to AT4799916 (S.118 Agreement).
 - (e) Instrument No. AT4885189 registered June 13, 2018, being a Postponement of AT4418882 to AT4885185 (City of Toronto Easement).
 - (f) Instrument No. AT4885195 registered June 13, 2018, being a Postponement of AT4418882 to AT4885191 (Pedestrian Sidewalk Easement).
5. Instrument No. AT4418883 registered on November 30, 2016, being a Charge from the Registered Owner in favour of Cresford Equities in the original principal amount of \$18,500,000.00.
- (a) Instrument No. AT4632370 registered July 20, 2017, being a Postponement of AT4418883 to AT4632203 (Heritage Easement Agreement).
 - (b) Instrument No. AT4675302 registered September 7, 2017, being a Postponement of AT4418883 to AT4675297 (Section 37 Agreement).
 - (c) Instrument No. AT4799915 registered February 9, 2018, being a Postponement of AT4418883 to AT4799910 (Section 111 Agreement).

- (d) Instrument No. AT4799921 registered February 9, 2018, being a Postponement of AT4418883 to AT4799916 (S.118 Agreement).
 - (e) Instrument No. AT4844638 registered April 18, 2018, being a Postponement of AT4418883 to AT4844636 (bcIMC Construction Fund Corporation Charge Amending Agreement).
 - (f) Instrument No. AT4849665 registered April 26, 2018, being a Postponement of AT441883 to AT4849663 (bcIMC Construction Fund Corporation Charge Amending Agreement).
 - (g) Instrument No. AT4849666 registered April 26, 2018, being a Postponement of AT441883 to amended charge AT4849664 (bcIMC Specialty Fund Corporation Charge Amending Agreement).
 - (h) Instrument No. AT4885190 registered June 13, 2018, being a Postponement of AT4418883 to AT4885185 (City of Toronto Easement).
 - (i) Instrument No. AT4885196 registered June 13, 2018, being a Postponement of AT4418883 to AT4885191 (Pedestrian Sidewalk Easement).
 - (j) Instrument No. AT5422075 registered May 4, 2020, being a Transfer of Charge from Crestford Equities Inc. to OTB Capital Inc. of Charge AT4418883.
6. Instrument No. AT5353893 registered January 30, 2020, being a Construction Lien by GFL Infrastructure Group Inc., in the principal amount of \$677,435.00.
- (a) Instrument No. AT5395993 registered on March 27, 2020 is a Certificate of Action.
7. Instrument No. AT5387830 registered March 13, 2020, being a Construction Lien by Xact Mechanical Inc., in the principal amount of \$612,470.00.
- (a) Instrument No. AT5417748 registered April 29, 2020, being a Certificate of Action.
8. Instrument No. AT5390489 registered March 18, 2020, being a Construction Lien by KC Structural Ltd., in the principal amount of \$266,228.00.
- (a) Instrument No. AT5413361 registered on April 22, 2020, being a Certificate of Action.
9. Instrument No. AT5390914 registered March 19, 2020, being a Construction Lien by Petra Consultants Ltd., in the principal amount of \$13,966.80.
10. Instrument No. AT5392319 registered March 20, 2020, being a Construction Lien by Sky Window Technologies Inc., in the principal amount of \$236,170.00.
- (a) Instrument No. AT5396157 registered on March 27, 2020, being a Certificate of Action.

11. Instrument No. AT5393612 registered March 24, 2020, being a Construction Lien by GFL Infrastructure Group Inc., in the principal amount of \$73,616.82.
 - (a) Instrument No. AT5395993 registered on March 27, 2020, being a Certificate of Action.
12. Instrument No. AT5394235 registered March 24, 2020, being a Construction Lien by Verdi Structures Inc., in the principal amount of \$5,611,580.00.
 - (a) Instrument No. AT5454109 registered on June 17, 2020, being a Certificate of Action.
13. Instrument No. AT5394236 registered March 24, 2020, being a Construction Lien by DJV Limited in the principal amount of \$436,185.85.
 - (a) Instrument No. AT5454110 registered on June 17, 2020, being a Certificate of Action.
14. Instrument No. AT5394441 registered March 25, 2020, being a Construction Lien by Brock Aggregates Inc., in the principal amount of \$81,923.32.
 - (a) Instrument No. AT5436634 registered on May 26, 2020, being a Certificate of Action.
15. Instrument No. AT5395094 registered March 25, 2020, being a Construction Lien by Selco Elevators Ltd., in the principal amount of \$282,500.00.
 - (a) Instrument No. AT5410663 registered on April 17, 2020, being a Certificate of Action.
16. Instrument No. AT5396687 registered March 27, 2020, being a Construction Lien by Ozz Electric Inc., in the principal amount of \$83,998.55.
 - (a) Instrument No. AT5437570 registered on May 27, 2020, being a Certificate of Action.
17. Instrument No. AT5397633 registered March 30, 2020, being a Construction Lien by Investments Hardware Limited in the principal amount of \$54,351.35.
18. Instrument No. AT5402600 registered April 6, 2020, being a Construction Lien by Dolente Concrete & Drain Company Limited in the principal amount of \$16,032.95.
19. Instrument No. AT5416984 registered April 28, 2020, being a Construction Lien by The Fence People Limited in the principal amount of \$21,470.
20. Instrument No. AT5440096 registered May 29, 2020, being a Construction Lien by Rapid Equipment Rental Limited in the principal amount of \$44,657.

- (a) Instrument No. AT5468922 registered on July 8, 2020, being a Certificate of Action.

PPSA Registrations

21. PPSA File No.: 722487456

- (a) Registration Number: 20161114 1521 1862 0529
 - (i) Registration Period: 10 Years
 - (ii) Debtor Name: 480 Yonge Street Inc.
 - (iii) Address: 170 Merton Street, Toronto, ON M4S 1A1
 - (iv) Debtor Name: 480 Yonge Street Limited Partnership
 - (v) Address: 170 Merton Street, Toronto, ON M4S 1A1
 - (vi) Secured Party: AVIVA Insurance Company of Canada
 - (vii) Address: 600 Cochrane Drive, Suite 205, Markham, ON L3R 5K3
 - (viii) Collateral Classification: Inventory, Equipment, Accounts, Other
 - (ix) General Collateral Classification: Security Interest in deposit monies pursuant to a Deposit Trust Agreement dated as of November 9, 2016 as may be amended or supplemented hereafter from time to time in respect of The Halo Residences Project located at 480-494 Yonge Street, Toronto

22. PPSA File No.: 722799252

- (a) Registration Number: 20161124 1720 1275 0869
 - (i) Registration Period: 6 Years
 - (ii) Debtor Name: 480 Yonge Street Inc.
 - (iii) Address: 170 Merton Street, Toronto, ON M4S 1A1
 - (iv) Debtor Name: 480 Yonge Street Limited Partnership
 - (v) Address: 170 Merton Street, Toronto, ON M4S 1A1
 - (vi) Secured Party: BCIMC Construction Fund Corporation
 - (vii) Address: 2950 Jutland Road, Suite 300, Victoria, BC V8T 5K2

- (viii) Collateral Classification: Inventory, Equipment, Accounts, Other
 - (ix) General Collateral Classification: Property now or hereafter used in connection with, situate at, or arising from the ownership, development or disposition of the lands municipally known as 480-494 Yonge Street Toronto, Ontario and all proceeds thereof.
- (b) Registration No: 20180315 1240 1275 0976
- (i) Change Required: Assignment
 - (ii) Business Debtor/Transferor: 480 Yonge Street Inc.
 - (iii) Assignor Name: BCIMC Construction Fund Corporation
 - (iv) Secured Party: BCIMC Construction Fund Corporation
 - (v) Address: 750 Pandora Avenue, Victoria, BC V8W 0E4
- (c) Registration No: 20190506 1157 6083 1671
- (i) Change Required: Amendment
 - (ii) Reference Debtor/Transferor: 480 Yonge Street Inc.
 - (iii) Reason: Change of Address for Service of Secured Party
 - (iv) Debtor Name: 480 Yonge Street Inc.
 - (v) Address: 170 Merton Street, Toronto, ON M4S 1A1
 - (vi) Secured Party: BCIMC Construction Fund Corporation
 - (vii) Address: Suite 330 – 1515 Douglas Street, Victoria, BC V8W 2G4
23. PPSA File No.: 722799324
- (a) Registration No.: 20161124 1728 1275 0871
- (i) Registration Period: 6 Years
 - (ii) Business Debtor: 480 Yonge Street Inc.
 - (iii) Address: 170 Merton Street, Toronto, Ontario M4S 1A1
 - (iv) Business Debtor: 480 Yonge Street Limited Partnership
 - (v) Address: 170 Merton Street, Toronto, Ontario M4S 1A1

- (vi) Secured Party: BCIMC Specialty Fund Corporation
 - (vii) Address: 2950 Jutland Road, Suite 300, Victoria, BC V8T 5K2
 - (viii) Collateral Classification: Inventory, Equipment, Accounts, Other
 - (ix) General Collateral Description: Property now or hereafter used in connection with, situate at, or arising from the ownership, development, use or disposition of the lands municipally known as 480-494 Yonge Street, Toronto, Ontario and all proceeds thereof.
- (b) Registration No.: 20180315 1235 1275 0974
- (i) Change Required: Assignment
 - (ii) Reference Debtor/Transferor: 480 Yonge Street Inc.
 - (iii) Assignor Name: BCIMC Specialty Fund Corporation
 - (iv) Secured Party/Assignee: BCIMC Specialty Fund Corporation
 - (v) Address: 750 Pandora Avenue, Victoria, BC, V8W 0E4
 - (vi) Registration No.: 20190506 1642 6083 1695
 - (vii) Change Required: Amendment
 - (viii) Reference Debtor/Transferor: 480 Yonge Street Inc.
 - (ix) Reason: Change Address for Service for Secured Party
 - (x) Address: Suite 330 – 1515 Douglas Street, Victoria, BC V8W 2G4
24. PPSA File No.: 722892114
- (a) Registration No.: 20161129 1029 1862 1563
- (i) Registration Period: 5 Years
 - (ii) Business Debtor: 480 Yonge Street Inc.
 - (iii) Address: 170 Merton Street, Toronto, Ontario M4S 1A1
 - (iv) Business Debtor: 480 Yonge Street Limited Partnership
 - (v) Address: 170 Merton Street, Toronto, Ontario M4S 1A1
 - (vi) Secured Party: Cresford Equities Inc.

- (vii) Address: 170 Merton Street, Toronto, Ontario M4S 1A1
- (viii) Collateral Classification: Other
- (ix) Collateral General Description: General Security Agreement relating to personal property of the Debtor located at or arising from 480-484 Yonge Street Toronto.

Unassumed Contracts

25. Unassumed Contracts in respect of the Property.

Confidential Appendix C
APS with 494 Inc. (unredacted)

(Filed subject to request for a sealing order)

**Confidential Appendix D
Bid Summary**

(Filed subject to request for a sealing order)

**IN THE MATTER OF THE NOTICES OF INTENTION TO
MAKE A PROPOSAL OF YG LIMITED PARTNERSHIP AND
YSL RESIDENCES INC.**

Consolidated Court File No. 31-2734090

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

**COMPENDIUM OF YG LIMITED PARTNERSHIP
AND YSL RESIDENCES INC.**

AIRD & BERLIS LLP
Barristers and Solicitors
Brookfield Place
181 Bay Street, Suite 1800
P.O. Box 754
Toronto, ON M5J 2T9

Harry Fogul (LSO # 151520)
Tel: (416) 865-7773
Fax: (416) 863-1515
Email: hfogul@airdberlis.com

Miranda Spence (LSO # 60621M)
Tel: (416) 865-3414
Fax: (416) 863-1515
Email: mspence@airdberlis.com

*Lawyers for YG Limited Partnership and
YSL Residences Inc.*