

Court File No. CV-23-00710795-00CL

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

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

**2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,
1000162801 ONTARIO CORP., AMERICAN CORPORATION
and 1000199992 ONTARIO CORP.**

Respondents

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

**MOTION RECORD OF THE RECEIVER
(MOTION RETURNABLE MAY 21, 2026)**

May 15, 2026

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TAB 1

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AMENDED

NOTICE OF MOTION (MOTION RETURNABLE MAY 21, 2026)

Albert Gelman Inc., in its capacity as receiver and manager (in such capacity, the “**Receiver**”) of all present and future property, assets and undertakings of 2011836 Ontario Corp. and Jefferson Properties Limited Partnership (together, the “**Debtors**”) including the real property listed in Schedule “A” (the “**Real Property**”) to the order of Justice Cavanagh, dated December 21, 2023 (the “**Appointment Order**”), will make a motion to a Judge presiding over the Commercial List on May 21, 2026 at 12:00 PM, or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The motion is to be heard by video conference at the following Zoom Coordinates:

21 May 2026 12:00 PM (Eastern Standard Time)

<https://ca01web.zoom.us/j/67927063702?pwd=c1Z2eFN3NXB1N0xOK0lYSWtCL2ZBZz09%27>

Meeting ID: 679 2706 3702 Passcode: 007287

THE MOTION IS FOR:

- (a) An Order validating service of the Receiver's materials in connection with this Motion, generally, and, in particular, with respect to Fanseay Wang ("**Fanseay**");
- (b) An Order abridging the time for service of the Receiver's materials in connection with this Motion such that this Motion is properly returnable on May 21, 2026;
- (c) An Order approving the Eleventh Report of the Receiver, dated May 15, 2026 (the "**Eleventh Report**") and the Receiver's conduct and activities described therein;
- (d) An amended and restated approval and vesting order (the "**AVO**") substantially in the form included in the Receiver's Motion Record:
 - (i) approving the Transaction and the Revised Unit 305 Agreement (both as defined in the Eleventh Report);

- (ii) following the Receiver's delivery of the Receiver's certificate substantially in the form attached as Schedule "A" to the AVO, transferring and vesting all of the Debtors' right, title and interest in and to Unit 305 (as defined in the Eleventh Report) in the Purchaser (as defined in the Eleventh Report), free and clear of all liens, charges, security interests and encumbrances other than permitted encumbrances;
- (e) An Order amending paragraph 3(k) of the Appointment Order as described in paragraph 33 of the Eleventh Report;
- (f) An Order sealing the Confidential Appendices to the Eleventh Report;
- (g) An Order approving the fees and disbursements of the Receiver and its counsel, as set out in the Eleventh Report;
- (h) The costs of this Motion, plus applicable HST, as against Fanseay, if this Motion is opposed by Fanseay; and
- (i) Such further and other relief as this Honourable Court deems just.

THE GROUNDS FOR THE MOTION ARE:

A. *Background*

- (a) Pursuant to the Appointment Order, Albert Gelman Inc. was appointed as receiver and manager of the Real Property and all present and future assets, undertakings and personal property of the Debtors;

- (b) The Real Property is the site of a 96-unit (the “**Units**” and, individually, a “**Unit**”) residential real estate development project known as Richmond Hill Grace (the “**Project**”), which is the principal asset of the Debtors;

B. The Unit 305 Agreement

- (c) On June 3, 2021, JPLP entered into an agreement (the “**Unit 305 Agreement**”) to sell Stacked Unit 305 in the Project (“**Unit 305**”) to the Purchaser (as defined in the Eleventh Report);
- (d) On January 28, 2026, this Court granted an approval and vesting order in respect of the Unit 305 Agreement;
- (e) The Receiver and the Purchaser have agreed to amend the Unit 305 Agreement including, in particular, the purchase price of Unit 305 (as amended in this manner, the Unit 305 Agreement is hereinafter referred to as the “**Revised Unit 305 Agreement**”);
- (f) The Receiver is of the view that the Revised Unit 305 Agreement is commercially reasonable and the approval and completion of the Revised Unit 305 Agreement would be in the best interests of the Debtors;
- (g) The Court should grant the requested AVO in respect of the Revised Unit 305 Agreement;

C. *Amendment to Appointment Order and HST schedules*

- (h) The Receiver recommends that the Court amend the Appointment Order as described in paragraph 33 of the Eleventh Report, for the reasons set out in the Eleventh Report;

D. *The Eleventh Report and professional fees*

- (i) The Receiver has engaged in activities for the benefit of the Debtors' stakeholders and the Receiver and its counsel have incurred professional fees and disbursement in connection therewith, as set out in the Reports;
- (j) These activities and fees have been accretive to the estates of the Debtors and should be approved by the Court alongside the Eleventh Report;

E. *Sealing Order*

- (k) The Confidential Appendices to the Eleventh Report contain information relevant to the value and pricing strategy of the Units. The publication of this information would adversely affect the ability of the Receiver to market the Units for sale and, accordingly, these Confidential Appendices should be sealed;
- (l) The provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and sections 101 and 137(2) of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended and the inherent and equitable jurisdiction of this Court;
- (m) Rules 2.03, 3.02, 16.08 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and

- (n) Such further and other grounds as counsel may advise and this Honourable Court may deem just.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of this Motion:

- (a) The Eleventh Report; and
- (b) Such further and other evidence as the lawyers may advise and this Honourable Court may permit.

May 15, 2026

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Applicant

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2011836 ONTARIO CORP., et al.
Receiver's Motion Record p. 11

Respondents

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101 OF THE
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Proceeding commenced at Toronto**

**NOTICE OF MOTION (MOTION RETURNABLE
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CAMERON STEPHENS MORTGAGE CAPITAL LTD.
Applicant

and 2011836 ONTARIO CORP., et al.
Respondent

Court File No. CV-23-00710795-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**
APPLICATION UNDER SUBSECTION 243(1) OF THE
BANKRUPTCY AND INSOLVENCY ACT, R.S.C. 1985, c. B-3,
AS AMENDED AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS
AMENDED
Proceeding commenced at Toronto

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TAB 3

Court File No. CV-23-00710795-00CL

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

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

**2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,
1000162801 ONTARIO CORP., AMERICAN CORPORATION
and 1000199992 ONTARIO CORP.**

Respondents

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

ELEVENTH REPORT OF THE RECEIVER

Dated May 15, 2026

A. Introduction

1. On December 21, 2023 (the “**Appointment Date**”), the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) made an order (the “**Appointment Order**”) pursuant to section 243(1) of the *Bankruptcy and Insolvency Act* R.S.C. 1985, c. B-3, as amended (“**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O 1990, c. 43, as amended, *inter alia*, appointing Albert Gelman Inc. (“**AGI**”) as receiver and manager (in such capacity, the “**Receiver**”), without security, of all present and future property, assets and undertakings of 2011836 Ontario Corp. (“**201Co.**”) and Jefferson Properties Limited Partnership (“**JPLP**” and, together with 201Co., the “**Debtors**”), including the real property known municipally as 39, 53 and 67 Jefferson Side Road, Richmond Hill, Ontario (the “**Real Property**”). The Appointment Order was granted pursuant to an application (the “**Receivership Application**”) made by Cameron Stephens Mortgage Capital Ltd. (“**Cameron Stephens**”), the Debtors’ senior secured lender. Attached as **Appendix A** is a copy of the Appointment Order.

2. The primary objective of these receivership proceedings has been to complete the construction of a residential housing project located at the Real Property and known as “Richmond Hill Grace” (the “**Project**”) and to sell the units in the Project, all in an effort to maximize the recovery to the Debtors’ stakeholders.

B. Purpose of Report

3. The purpose of this report (the “**Eleventh Report**”) is to provide stakeholders and the Court with an update on these proceedings and to support the Receiver’s motion for the following relief, among other things:

- (a) An amended and restated approval and vesting order (an “**AVO**”):

- (i) Approving the Transaction and the Revised Unit 305 Agreement (each as defined below); and
 - (ii) following the Receiver's delivery of the Receiver's certificate substantially in the form attached as Schedule "A" to the AVO, transferring and vesting all of the Debtor's right, title and interest in Unit 305 (as defined below) in the Purchaser (as defined below), free and clear of all liens, charges, security interests and encumbrances other than permitted encumbrances; and
- (b) An ancillary relief order:
- (i) approving this Eleventh Report and the Receiver's activities described therein;
 - (ii) amending the provisions of the Appointment Order authorizing the Receiver to sell Units to purchasers without specific approval of the Court to enable the Receiver to effectively offer purchase price rebates to purchasers to take advantage of harmonized sales tax ("**HST**") exemptions for the sale of new homes proposed by the Government of Ontario;
 - (iii) approving the fees and disbursements of:
 - 1) the Receiver for the period February 1, 2026 to April 30, 2026;
 - and

- 2) the Receiver's insolvency counsel for the period February 1, 2026 to April 30, 2026; and
 - 3) the Receiver's real estate counsel for the period June 1, 2025 to January 30, 2026;
- (iv) Sealing the Confidential Appendices to this Eleventh Report.

C. Scope and Terms of Reference

4. This Eleventh Report has been prepared solely for the purposes described in this report. Accordingly, the reader is cautioned that this Eleventh Report may not be appropriate for any other purpose.

5. Capitalized terms not defined in this Eleventh Report have the meanings ascribed to them in the Tenth Report of the Receiver dated March 26, 2026 (the "**Tenth Report**").

D. Status of the Project

6. The Project consists of 96 residential units (collectively, the "**Units**" and, individually, a "**Unit**"), which Units represent the primary asset of the Debtors.

7. 36 of the Units are freehold townhomes in the form of parcels of tied land appurtenant to a common elements condominium (collectively, the "**Freeholds**").

8. 60 of the Units are stacked townhomes in the form of units in a standard condominium (collectively, the "**Stacked Units**").

9. Since its appointment, the Receiver has been working to complete the Project, with a view to marketing the Units for sale to homebuyers. The Project is now substantially complete.

10. On October 8, 2025, the Receiver successfully registered the common elements condominium in respect of the Freeholds with the Land Registry Office for York.

11. On December 17, 2025, the Receiver successfully registered the standard condominium in respect of the Stacked Units with the Land Registry Office for York.

12. As a result of the registration of these condominiums, the Receiver can now convey title to the Units to purchasers, subject to the Court issuing approval and vesting orders in connection with the same.

E. Revised Unit 305 Agreement

13. On June 3, 2021, JPLP entered into an agreement (the “**Unit 305 Agreement**”) to sell Stacked Unit 305 (“**Unit 305**”) to Salman Khawar Khawaja (the “**Purchaser**”).

14. Copies of the Unit 305 Agreement and relevant amendments (with financial terms redacted) are attached hereto as **Appendix B**. Unredacted copies of these documents are attached hereto as **Confidential Appendix 1**.

15. On March 28, 2025, the Receiver obtained an occupancy permit for Unit 305 and sought to complete the Unit 305 Agreement with the Purchaser. The Purchaser initially disputed his obligation to take occupancy of Unit 305, however, on October 1, 2025, the Receiver and the Purchaser resolved this dispute by entering an amending agreement to the

Unit 305 Agreement that recognized the Purchaser's obligation to take occupancy of Unit 305 and complete the Unit 305 Agreement.

16. On October 3, 2025, the Purchaser took occupancy of Unit 305.

17. On January 28, 2026, the Court granted an approval and vesting order in respect of the Unit 305 Agreement. A copy of this approval and vesting order is attached hereto as **Appendix C**.

18. The closing date for the Unit 305 Agreement was set for May 8, 2026. The Purchaser failed to complete the transaction on this date, despite the Receiver being ready, willing and able to do so. This led to negotiations between the Purchaser and the Receiver which culminated in an amending agreement (the "**May 2026 Amendment**") in respect of the Unit 305 Agreement executed on May 12, 2026 which, among other things:

- (a) Reduced the purchase price of Unit 305 Agreement; and
- (b) Provided the Receiver with the Purchaser's consent to judgment in an amount reflecting damages that would be owed to the Receiver if the Purchaser defaulted under the Unit 305 Agreement, prior to its amendment through the May 2026 Amendment, which consent the Receiver can rely on if the Purchaser defaults under the Unit 305 Agreement, as amended by the May 2026 Amendment.

19. A copy of the May 2026 Amendment with financial terms redacted (and with the consent to judgment excluded) is attached hereto as **Appendix D**.

20. A copy of the May 2026 Amendment (with financial terms unredacted, but including only an unsigned consent to judgment, as the signed consent to judgment is being held in escrow by Receiver's counsel) is attached hereto as **Confidential Appendix 2**.

21. As amended by the May 2026 Amendment, the Unit 305 Agreement is hereinafter referred to as the "**Revised Unit 305 Agreement**."

22. The Receiver has prepared a chart comparing the financial terms of the Revised Unit 305 Agreement to the Unit 305 Agreement and the Receiver's estimate of the fair market value of this Unit, among other information. This chart is attached hereto as **Confidential Appendix 3**.

F. Approval and Vesting Order

23. The Receiver recommends that this Court approve the Revised Unit 305 Agreement and grant an amended and restated AVO vesting title to Stacked Unit 305 in the Purchaser, upon the closing of this transaction (the "**Transaction**") and filing of the Receiver's certificate.

The Receiver notes the following:

- (a) To the best of the Receiver's knowledge, the relationship between JPLP and the Purchaser was arm's length and the Unit 305 Agreement was the product of industry-standard marketing efforts for a single-family residential unit on behalf of JPLP;
- (b) The reduction in the purchase price of Unit 305 under the May 2026 Amendment is commercially reasonable and is, in the opinion of the Receiver, likely to be accretive to the Debtors' estate. In particular, the Receiver notes:

- (i) The purchase price of Stacked Unit 305 under the Revised Unit 305 Agreement exceeds the Receiver's estimate of the current market value of this Unit, which estimate is set out in the Revised Target Price List, being Confidential Appendix 1 to the Second Supplement to the Sixth Report of the Receiver dated December 17, 2025. As a result, it is preferable that the Receiver complete the Transaction under the terms of the Revised Unit 305 Agreement rather than seek to obtain and enforce an order of damages against the Purchaser (having regard to the legal costs, collection risks associated with the same and given that the Purchaser currently resides in Stacked Unit 305); and
- (ii) The Receiver has minimized the risk of default by the Purchaser by obtaining a consent to judgment from the Purchaser which can be relied upon by the Receiver to facilitate enforcement if the Purchaser does fail to close the Transaction;
- (c) The Receiver is of the view that, in all the circumstances, either (1) further marketing efforts in respect of Stacked Unit 305 or (2) enforcement against the Purchase under the unamended Unit 305 Agreement would be unlikely to generate a greater return for the Debtors' stakeholders than the Revised Unit 305 Agreement, taking into account:
 - (i) the Receiver's estimate of the market value of Unit 305;
 - (ii) the professional fees associated with further marketing efforts; and

- (iii) the continued accrual of interest on amounts owing to Cameron Stephens under the amounts lent by Cameron Stephens to the Receiver under the Receiver's Borrowing Charge (as defined in the Appointment Order). Such indebtedness can be reduced through the distribution of the proceeds of the Transaction to Cameron Stephens;
- (d) Cameron Stephens supports the Revised Unit 305 Agreement; and
- (e) In all the circumstances, the Revised Unit 305 Agreement is a commercially reasonable transaction and the Receiver is of the view that the Receiver's completion of the Revised Unit 305 Agreement would be accretive to the estate of the Debtors and beneficial to their stakeholders.

24. The parcel registers for Stacked Unit 305 and its associated parking space are attached hereto as **Appendix E**.

G. Amendment to Appointment Order and HST schedules

25. On December 19, 2025, Justice J. Dietrich granted an order (the "**PTAO**") that, among other things, amended the Appointment Order to enable the Receiver to sell Units without Court approval where:

- (a) The purchase price under the agreement to purchase the Unit exceeds the Unit's Target Price as set out in the Target Price List that has been filed confidentially with the Court as Confidential Appendix 1 to the Second Supplement to the Sixth Report of the Receiver, dated December 17, 2025; and

- (b) Where the agreement of purchase and sale is substantially in the form of one of two template agreements of purchase and sale approved by the PTAO, subject to such minor deviations as the Receiver deems appropriate.

26. A copy of the PTAO is attached hereto as **Appendix F**.

27. The PTAO provides that a unit sale transaction will be a Permitted Transaction where the total consideration (taking into account any incentives, rebates or discounts on the purchase price) payable by the purchaser of a Unit exceeds that Unit's Target Price.

28. On March 25, 2026, the Government of Ontario announced that it would be extending the existing provincial exemption of HST that applies to first-time home buyers to all homebuyers – not just first-time homebuyers.

29. The Receiver's real estate agent in connection with the sale of the Units, Homelife, has advised the Receiver that, following the announcement of this proposed policy change, a significant number of vendors of new homes in Richmond Hill, Ontario (where the Units are located) have been deducting the HST portion of the purchase price from their new home listings.

30. To compete with these other new home listings, the Receiver recommends that the Court approve schedules (the "**HST Schedules**") for use in connection with Template APSs, which are attached hereto as **Appendix G**.

31. Pursuant to these schedules:

- (a) Assuming the HST exemption for new homes goes into effect prior to closing, the purchaser does not pay HST to Receiver in respect of their agreement to purchase a Unit;
- (b) In this case, the Receiver is still required to remit the HST that *would have* been payable by the purchaser in respect of the Unit, however, the purchaser agrees to assign the HST rebate to which they are entitled in respect of the Unit purchase to the Receiver (fully offsetting the Receiver's obligation to remit HST for the transaction); and
- (c) Assuming the HST exemption for new homes does not go into effect prior to closing, the purchaser would be required to pay HST to the Receiver in the normal course.

32. Because this mechanism would alter the total consideration payable by a purchaser for a Unit at closing by removing the HST component, the Receiver recommends that the language governing the qualification of a Unit sale transaction as a Permitted Transaction, which is set out in the Appointment Order (as amended by the PTAO), be further amended to remove HST from both (1) the quantum of net consideration payable for a Unit and (2) a Unit's Target Price, for purposes of assessing whether a Unit sale transaction satisfies that Unit's Target Price.

33. In particular, the Receiver proposes that paragraph 3(k) of the Appointment Order be deleted and replaced with the following:

“(k) to sell, convey, transfer, or assign the Property or any part or parts thereof out of the ordinary course of business, including the Units (as this term is defined in the Sixth Report of the Receiver, dated September 9, 2025),

a. if the transaction is not in respect of a Unit, (1) without the approval of this Court in respect of any transaction not exceeding \$250,000 or (2) with the approval of this Court, in respect of any other transaction; or

b. if the transaction is in respect of a Unit, (1) without the approval of this Court, provided that the total consideration payable by the purchaser(s) for the Unit under an agreement of purchase and sale, net of HST and taking into account any incentives, rebates, or discounts on the purchase price in favour of the purchaser, is not less than $\frac{1}{1.13}$ of the Target Price for that Unit set out in Confidential Appendix 1 to the Second Supplement to the Sixth Report of the Receiver, dated December 17, 2025 and (b) the agreement of purchase and sale is substantially in the form of either the Freehold Template or the Stacked Template (as both of these terms are defined in the First Supplement to the Sixth Report of the Receiver, date December 9, 2025), as applicable, subject to such minor deviations from the Template APSs (as this term is defined in the First Supplement to the Sixth Report of the Receiver, date December 9, 2025) as the Receiver deems appropriate, including the inclusion of the applicable HST Schedule attached as Appendix G to the Eleventh Report of the Receiver dated May 14, 2026, or (2) with the approval of the Court,

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

34. In the normal course, $\frac{1}{1.13}$ of the consideration payable for a Unit's would be ultimately payable to the Receiver, with the balance being required to be remitted to the Canada Revenue Agency (the “**CRA**”) as HST. This means that removal of HST from the meaning of the consideration payable for a Unit while simultaneously providing that an agreement to purchase a Unit can be a Permitted Transaction by providing for consideration that is $\frac{1}{1.13}$ of that Unit's Target Price would be revenue neutral. With these changes made, the consideration ultimately payable to the Receiver, net of HST, in respect of Unit sales at a Unit's minimum price under the PTAO, would remain the same.

35. The benefit of this amendment to the Appointment Order is that it would enable the Receiver to sell Units with a lower face value purchase price, making the Units more competitive and appealing to prospective homebuyers (notwithstanding that, as noted above, the consideration ultimately payable to the Receiver, net of HST, would remain the same).

36. The only downside of this change would be if a purchaser fails to assign their HST rebate to the Receiver (or if CRA declines to provide the purchaser such a rebate). In this case, the HST Schedules provide that the purchaser indemnifies the Receiver in connection with the same. The Receiver has considered this drawback and is of the view that it is nevertheless appropriate to provide the Receiver with the authority to incorporate the HST Schedules, where the Receiver deems it appropriate, in its business judgment.

37. The Receiver can mitigate the foregoing risk by requiring that prospective purchasers that wish to take advantage of this prospective HST exemption provide the Receiver with reasonable proof that they are eligible for the same. On the other hand, if the Receiver is unable to offer this HST exemption to purchasers, the Receiver is concerned that it may not be able to market the Units in a competitive manner, to the detriment of the Debtors' stakeholders.

38. Accordingly, the Receiver recommends that the Court amend the Appointment Order in accordance with the Receiver's proposed language and authorize the Receiver to use the HST Schedules as part of Template APSs in connection with Permitted Transactions.

H. Sealing Order

39. The Receiver requests that this Court grant a sealing order in respect of the Confidential Appendices to this Eleventh Report until all Units are sold.

40. These Confidential Appendices contain the unredacted financial terms of the Revised Unit 305 Agreement.

41. If any of this pricing information was made public, it would compromise the Receiver's ability to obtain the best price for Unit 305 (if it were necessary to re-market the same).

42. As a result, the Receiver is of the view that an order sealing the Confidential Appendices to this Eleventh Report will permit the Receiver to maximize the proceeds of the Units and is in the best interests of the Debtors' stakeholders.

I. Urgency of the Receiver's motion

43. The Receiver submits that there is urgency to this Motion and that it is appropriate that this Motion be heard as soon as soon possible, notwithstanding that the Motion materials will not have been served in accordance with the *Rules of Civil Procedure*.

44. In particular, the Receiver notes:

- (a) Delay in approving the Revised Unit 305 Agreement (which in turn would delay the closing date of the Transaction) exposes the Receiver, and the Debtors' stakeholders, to the risk that the Purchaser's approval for financing to complete the Transaction will be withdrawn or expire;
- (b) The Receiver is concerned that, any delay in its ability to complete Unit sale agreements that include the HST Schedule, will undermine the Receiver's ability to market the Units competitively for sale during the spring and summer season. Given that it is presently contemplated that Cameron Stephens will suffer a shortfall on amounts owing to it in this matter, any such delay likely serves to generate irrecoverable interest burn on this debt; and
- (c) Hearing this Motion, which is largely procedural and clarificatory in nature, on short notice will not cause prejudice to any party. The purchase price of Stacked Unit 305 under the Revised Unit 305 Agreement is higher than the Unit's Target Price (which has *already* been approved by the Court) and the requested amendments to the Appointment Order will not, in substance, affect the prices at which the Receiver is authorized to complete Unit sale transactions without Court approval.

J. Update on the Sales Process

45. On November 27, 2025, Justice Kimmel made an order (the “**Sales Process Order**”) approving a sales process for the Units. A copy of the Sales Process Order is attached hereto as **Appendix H**.

46. On December 19, 2025, as noted above, Justice J. Dietrich made the PTAO.

47. Since the date of the Sales Process Order, the Receiver has marketed the Units for sale to Homebuyers, entered into agreements for the sale of 37 Units, obtained approval and vesting orders in respect of 27 Units (mostly pursuant to the PTAO), and has completed 21 Unit sale transactions.

48. The status of the Receiver’s sale and marketing efforts are summarized in greater detail in the table below (including agreements to purchase units that pre-existed the receivership).

Unit	Agreement date	AVO date (if applicable)	Closing date (if applicable)
Freehold Unit 8	February 12, 2026	February 23, 2026	March 4, 2026
Freehold Unit 10	February 1, 2026	February 23, 2026	April 22, 2026
Freehold Unit 11	May 4, 2026	-	-
Freehold Unit 18	October 24, 2025	December 19, 2025	February 26, 2026
Freehold Unit 19	October 18, 2025	December 19, 2025	February 17, 2026
Freehold Unit 21	January 24, 2026	March 13, 2026	March 18, 2026
Freehold Unit 30	May 7, 2026	-	-

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Freehold Unit 35	April 12, 2026	April 23, 2026	April 30, 2026
Freehold Unit 36	April 12, 2026	April 23, 2026	-
Stacked Unit 101	April 12, 2026	April 23, 2026	-
Stacked Unit 102	April 12, 2026	April 24, 2026	May 4, 2026
Stacked Unit 103	April 27, 2026	May 4, 2026	-
Stacked Unit 104	November 29, 2021	January 28, 2026	
Stacked Unit 105	May 10, 2026	-	-
Stacked Unit 107	April 12, 2026	April 23, 2026	-
Stacked Unit 108	May 3, 2026	-	-
Stacked Unit 113	September 8, 2021	January 28, 2026	
Stacked Unit 115	April 26, 2026	May 4, 2026	-
Stacked Unit 120	November 30, 2021	January 28, 2026	-
Stacked Unit 201	May 8, 2021	January 28, 2026	-
Stacked Unit 202	April 30, 2026	-	-
Stacked Unit 203	April 15, 2026	April 23, 2026	-
Stacked Unit 204	November 28, 2025	April 23, 2026	-
Stacked Unit 205	April 13, 2026	April 23, 2026	-
Stacked Unit 208	May 3, 2026	-	-
Stacked Unit 209	April 12, 2026	April 23, 2026	-
Stacked Unit 210	May 23, 2021	January 28, 2026	March 6, 2026
Stacked Unit 211	May 2, 2026	-	-
Stacked Unit 212	October 31, 2025	February 27, 2026	March 3, 2026

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Stacked Unit 213	November 16, 2025	February 27, 2026	March 5, 2026
Stacked Unit 214	May 27, 2021	January 28, 2026	
Stacked Unit 215	December 18, 2025	February 27, 2026	March 3, 2026
Stacked Unit 216	April 21, 2026	May 4, 2026	-
Stacked Unit 217	April 12, 2026	April 23, 2026	April 29, 2026
Stacked Unit 218	March 22, 2026	March 26, 2026	April 29, 2026
Stacked Unit 220	April 6, 2026	April 23, 2026	-
Stacked Unit 302	May 28, 2021	January 28, 2026	-
Stacked Unit 303	April 15, 2026	April 23, 2026	-
Stacked Unit 304	April 18, 2026	April 23, 2026	-
Stacked Unit 305	June 3, 2021	January 28, 2026	-
Stacked Unit 310	April 30, 2026	-	-
Stacked Unit 313	April 27, 2026	May 4, 2026	-
Stacked Unit 314	May 21, 2021	January 28, 2026	-
Stacked Unit 315	May 17, 2026	-	-
Stacked Unit 320	May 4, 2026	-	-
Stacked Unit 207	March 1, 2026	March 13, 2026	April 30, 2026

49. Copies of the above noted orders can be downloaded from the Receiver's website at:

<https://www.albertgelman.com/filedocuments>.

K. Other activities of the Receiver

50. In addition to the foregoing, since the Tenth Report, the Receiver has engaged in, among other things, the following activities:

- (a) continuing to direct and oversee the outstanding construction tasks for the Project, in consultation with the Receiver's advisors;
- (b) Preparing this Eleventh Report;
- (c) Responding to several appeals commenced by Fanseay Wang ("**Fanseay**"), the principal of the Debtors, of orders made in this proceeding, including an application for leave to appeal to the Supreme Court of Canada in respect of the Order of Justice Favreau of February 4, 2026;
- (d) Preparing materials in connection with a motion seeking a vexatious litigant order in respect of Fanseay;
- (e) Providing instructions to Homelife in connection with the marketing and sale of the Units, pursuant to the Sales Process;
- (f) Corresponding with Cameron Stephens in connection with the Sales Process and other matters;
- (g) Participating in the Arbitration (as defined in the Seventh Report). Through the Arbitration, the Receiver seeks damages on behalf of the Debtors against a number of homebuyers who the Receiver alleges defaulted under agreements to purchase Units. On February 23, 2026, the Court granted the Order sought by the Receiver and appointed Justice Juriansz as arbitrator of the Arbitration.

A copy of the Court's Order and Endorsement are attached hereto as **Appendix I**;

- (h) Corresponding with Tarion Warranty Corporation and its counsel concerning a number of issues related to the Project;
- (i) Completing a number of Unit sale transactions, as set out above, and making distributions to Cameron Stephens in respect of the same, as authorized by the Order of Justice Black dated March 2, 2026, which is attached hereto as **Appendix J**;
- (j) Corresponding with various creditors and other stakeholders in respect of the Project and the within receivership proceedings; and
- (k) Negotiating and resolving outstanding construction liens claims in accordance with the Lien Claims Process Order of Justice Cavanagh dated November 5, 2024.

L. Fees and Disbursements

51. In accordance with paragraphs 17, 18 and 19 of the Appointment Order, the Receiver has been authorized to periodically pay its fees and disbursements, and that of its counsel, subject to approval by the Court.

52. The Receiver's professional fees incurred for services rendered from February 1, 2026 to April 30, 2026 amount to \$173,686.50, plus disbursements in the amount of \$2,319.77 (all excluding HST). These amounts represent professional fees and disbursements not yet

approved by the Court. The time spent by the Receiver's professionals is described in the affidavit of Bryan Gelman, sworn May 13, 2026 attached hereto as **Appendix K**.

53. The fees of Paliare Roland Rosenberg Rothstein LLP ("**Paliare**"), insolvency counsel to the Receiver, for services rendered from February 1, 2026 to April 30, 2026 total \$149,012.71. (inclusive of HST and disbursements). These amounts represent professional fees and disbursements not yet approved by the Court. The time spent by Paliare's professionals is described in the affidavit of Candace Baumtrog sworn May 12, 2026 and attached hereto as **Appendix L**.

54. The fees of Loopstra Nixon LLP ("**LN**"), real estate counsel to the Receiver, for services rendered from June 1, 2025 to April 30, 2026 total \$393,451.19 (inclusive of HST and disbursements). These amounts represent professional fees and disbursements not yet approved by the Court. The time spent by LN's professionals is described in the affidavit of Rejean D. Theriault sworn May 14, 2026 and attached hereto as **Appendix M**.

55. The Receiver recommends that the Court approve its fees and disbursements, as well as the fees and disbursements of Paliare and LN. In the Receiver's view, these fees and disbursements are fair and reasonable having regard to the complexity of this matter and these fees and disbursements have been incurred in connection with activities that have been accretive to the estate of the Debtors.

M. Order Requested

56. The Receiver respectfully requests that the Court grant the relief described in paragraph 3 of this Eleventh Report.

All of which is respectfully submitted this 15th day of May, 2026,

**ALBERT GELMAN INC., solely in its
capacity as Court-Appointed Receiver
of each of the Debtors and the Real Property
and not in any other capacity**

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

Per:

Tom McElroy, *CIRP, LIT*
Managing Director (Ontario)

APPENDIX A

Court File No. CV-23-00710795-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE
JUSTICE CAVANAGH

)
)
)

THURSDAY, THE
21st DAY OF DECEMBER, 2023

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,
1000162801 ONTARIO CORP., AMERICAN CORPORATION and 1000199992
ONTARIO CORP.

Respondents

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

**ORDER
(appointing Receiver)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA") appointing Albert Gelman Inc. as receiver and manager (in such capacities, the "Receiver") without security, of all present and future property, assets and undertakings of 2011836 Ontario Corp. and Jefferson Properties Limited Partnership (collectively the "Debtors") including the real property listed in Schedule "A" hereto (which assets and real property are hereinafter collectively referred to as the "Property"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of John David sworn December 6, 2023, the Supplementary Affidavit of John David sworn December 15, 2023, and Further Supplementary Affidavit of John David sworn December 20, 2023, with all Exhibits thereto, and on reading the Affidavit of Fengxi Fansey Wang sworn December 14, 2023, with all Exhibits thereto and on hearing the submissions of counsel for the Applicant and the Respondents, and on the Respondents consenting to the amount of the Receiver's borrowing charge, and on reading the consent of Albert Gelman Inc. to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Albert Gelman Inc. is hereby appointed Receiver, without security, of the Property.

RECEIVER'S POWERS

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

- a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- c) to manage, operate and carry on business of the Debtor and complete construction of the Property including the powers to enter into any agreements, incur any obligations in the ordinary course of business, or cease to perform any contracts of the Debtors in respect of the Property;

- d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets in respect of the Property or any part or parts thereof;
- f) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors in respect of the Property and to exercise all remedies of the Debtors in respect of the Property in collecting such monies, including, without limitation, to enforce any security held by the Debtors;
- g) to settle, extend or compromise any indebtedness owing to the Debtors;
- h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtors, for any purpose pursuant to this Order;
- i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$250,000.00 provided that the aggregate consideration for all such transactions does not exceed \$1,000,000.00; and

- (ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

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

- l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- m) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors;
- p) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any Property owned or leased by the Debtors;
- q) to exercise any shareholder, partnership, joint venture or other rights which the Debtors may have; and
- r) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Debtors, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

5. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtors, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making

copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTORS

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

NO EXERCISE OF RIGHTS OR REMEDIES

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

NO INTERFERENCE WITH THE RECEIVER

10. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtors without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

12. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts"). For certainty, all receipts shall be deposited into the Post Receivership Accounts and all Permitted Disbursements (defined below) shall be drawn from the Post Receivership Accounts. "Permitted Disbursements" shall include but shall not be limited to realty taxes, utilities, insurance, construction and related costs, maintenance expenses, other reasonable expenses, and business expenses. The monies standing to the credit of

such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

13. **THIS COURT ORDERS** that all employees of the Debtors shall remain the employees of the Debtors. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

15. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or

other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

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

RECEIVER'S ACCOUNTS

17. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

FUNDING OF THE RECEIVERSHIP

20. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$7,000,000.00 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

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

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

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

SERVICE AND NOTICE

24. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the “**Protocol**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL <https://www.albertgelman.com/corporate-solutions/other-engagements/>.

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

GENERAL

26. **THIS COURT ORDERS** that the Receiver may retain solicitors to represent and advise the Receiver in connection with the exercise of the Receiver’s powers and duties, including without limitation, those conferred by this Order. The Receiver is specifically authorized and permitted to use the solicitors for the Applicant herein as its own counsel in respect of any matter where there is no conflict of interest. In respect of any legal advice or issue where a conflict may exist or arise in respect of the Applicant and the Receiver or a third party, the Receiver shall utilize independent counsel.

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

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

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

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

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

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

SCHEDULE "A"

THE DEBTOR'S REAL PROPERTY

PIN No. 03208 – 3229 (LT): Block 1, Plan 65M4637; Subject to an Easement as in YR2622073; Subject to an Easement as in YR2644669; Subject to an Easement in Gross as in YR2817498; City of Richmond Hill; and

PIN No. 03208 – 3230 (LT): PT LTS B&C, Plan 1916 Being Part 3; Plan 65R-37587; Subject to an Easement as in YR2622073; Subject to an Easement as in YR2644669; Subject to an Easement in Gross as in YR2817498; City of Richmond Hill;

Municipal address: 39, 53 and 67 Jefferson Side Road, Richmond Hill, Ontario

SCHEDULE "B"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$_____

THIS IS TO CERTIFY that Albert Gelman Inc., the receiver (the "Receiver") of all present and future assets, properties and undertakings of 2011836 Ontario Corp. and Jefferson Properties Limited Partnership (collectively the "Debtors") including the real property listed in Schedule "A" hereto (collectively the "**Property**") as such terms are defined in the Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 21st day of December 2023 appointing the Receiver (the "**Order**") made in an Application having Court file number CV-23-00710795-00CL, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

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

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

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

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

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

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

DATED the ____ day of _____, 2023.

Albert Gelman Inc., solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

CAMERON STEPHENS MORTGAGE
CAPITAL LTD.

and

2011836 ONTARIO CORP., et al.

Applicant

Respondents

Court File No. CV-23-00710795-00CL

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

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

Proceeding commenced at Toronto

ORDER

GARFINKLE BIDERMAN LLP

Barristers & Solicitors

1 Adelaide Street East, Suite 801

Toronto, Ontario M5C 2V9

Wendy Greenspoon-Soer – LSO#: 34698L

Tel: 416-869-1234

Email: wgreenspoon@garfinkle.com

Lawyers for the Applicants,
Cameron Stephens Mortgage Capital Ltd.

File Number: 6243-679

APPENDIX B



INFORMATION FOR BUYERS OF PRE-CONSTRUCTION CONDOMINIUM HOMES

Property UNIT 305

INFORMATION FOR BUYERS OF PRE-CONSTRUCTION CONDOMINIUM HOMES ABOUT THE POSSIBLE TERMINATION OF PURCHASE AGREEMENT

To: Purchaser(s) of the Property

1. Take Note

You are entering into a purchase transaction which relates to a pre-construction condominium unit¹. You should be aware of the possibility that it may never be completed.

Important information about your purchase is set out in this document.

You should review your purchase agreement including this document with a lawyer familiar with condominium transactions.

Remember that you have a 10-day period to cancel your purchase.²

2. Be Aware of Timing

The Vendor's best estimate as to when your unit will be ready for occupancy is shown as the "First Tentative Occupancy Date" on the Statement of Critical Dates and is January / 30 / 2023 (Month/Day/Year). This date may be further extended. Please refer to the Statement of Critical Dates in the Condominium Addendum (which forms part of your Purchase Agreement) for an explanation of how this date may change.

3. Completion of Your Purchase Is Not Certain – It Can Be Terminated by the Vendor³

Your Purchase Agreement contains early termination conditions which could result in your purchase being terminated. These are set out in detail in the Condominium Addendum. In general terms, the Vendor can end your purchase if:

- a. By 03/03/2022 (Month/Day/Year), a set level of sales for the project has not been achieved.
- b. By N/A (Month/Day/Year), certain zoning and/or development approvals have not been obtained.
- c. By 03/03/2022 (Month/Day/Year), satisfactory financing for the project has not been obtained.

This may not list all of the conditions that may exist in the Condominium Addendum.

¹ This information sheet applies to residential units in a standard residential condominium corporation as well as a phased condominium corporation (see paras 6(2) 2 and 4. of the *Condominium Act, 1998*).

² See *Condominium Act, 1998*, s.73.

³ **Note to Vendor:** insert "n/a" in the date area if any of paragraphs 3(a), (b) or (c) do not apply.



INFORMATION FOR BUYERS OF PRE-CONSTRUCTION CONDOMINIUM HOMES

Note: In most cases, if your Purchase Agreement is terminated, any deposit monies you have paid must be returned to you with interest at the rate no less than that prescribed by the Condominium Act, 1998⁴. Other recourse (monetary or otherwise) may be limited – you should speak to your lawyer.

4. Ownership of Property

The Vendor represents, warrants and declares that the Vendor owns the freehold ownership interest in the Property or has the power to compel transfer of the freehold ownership interest in the Property before closing.

5. Title Restrictions

The Vendor represents, warrants and declares that:

- a. The Property is free from any registered title restriction that binds the Project which would prevent completion of the Project and/or sale of your unit to you. ☒ YES ☐ NO
- b. If No, that is, if such a restriction exists, the Vendor's explanation for how the restriction will be removed so the Project can proceed and/or the sale can be completed is set out below (add attachment, if necessary).

6. Zoning Status

The Vendor represents, warrants and declares that:

- a. The Vendor has obtained appropriate Zoning Approval for the Building. ☒ YES ☐ NO
- b. If No, the Vendor shall give written notice to the Purchaser within 10 days after the date that appropriate Zoning Approval for the Building is obtained.

7. Construction Status

The Vendor represents, warrants and declares that:

- a. Commencement of Construction: has occurred; or ,X is expected to occur by 04 / 01 / 21 (Month/Day/Year).
- b. If commencement has not occurred, the Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

⁴ Interest required to be paid on deposit monies returned to a purchaser is governed by the *Condominium Act*, 1998 – see section 82, and section 19 of O. Reg. 48/01. In general terms, it is 2 percentage points less than a specified Bank of Canada rate recalculated every 6 months.



INFORMATION FOR BUYERS OF PRE-CONSTRUCTION CONDOMINIUM HOMES

8. Your Purchase Agreement

This document is to be used for a purchase transaction where the transaction remains conditional and the unit is a condominium unit in respect of a condominium project for which a description is proposed to be registered under the Condominium Act, 1998. This document⁵ together with the Condominium Addendum⁶, forms part of your Purchase Agreement. This document, the Condominium Addendum and the balance of your Purchase Agreement are to be signed at the same time. If any conflict or inconsistency exists among these documents, the provisions of the Condominium Addendum shall prevail followed by this document. Terms not defined in this document have the meaning set out in the Condominium Addendum.

9. Legal Advice is Important

Prior to signing the purchase agreement or any amendment to it, you should seek advice from a lawyer with respect to the purchase agreement or any amending agreement to the proposed transaction. Also review with your lawyer the disclosure statement required by the condominium act, 1998.

DATED 6/3/2021 | 12:53:44 PM EDT (Month/Day/Year).

I/We the undersigned acknowledge having received and read this document.

DocuSigned by:

53B73FE2342B2AF5
Purchaser Signature

Khawaja, Salman Khawar

Purchaser Name

Purchaser Signature

Purchaser Name

DocuSigned by:

A03BA82C47194A11
Vendor Signature

JEFFERSON PROPERTIES LIMITED PARTNERSHIP.

Vendor Name

⁵ HCRA's expectation is that this document be placed at the front of the purchase agreement. Compliance with the requirement to place this document at the front of the Purchase Agreement does not affect enforceability of the purchase agreement.

⁶ This is the mandatory condominium addendum required to be attached to this Purchase Agreement and referred to in Regulation 165/08 under the *Ontario New Home Warranties Plan Act*.

Receiver's Motion Record p. 84
AGREEMENT OF PURCHASE AND SALE

MADE BETWEEN THE UNDERSIGNED:

PURCHASER: Khawaja, Salman Khawar **DOB** [REDACTED] **S.I.N.** [REDACTED]
PURCHASER: [REDACTED] **DOB** [REDACTED] **S.I.N.** [REDACTED]
 hereinafter referred to collectively or separately as the "PURCHASER"

and **JEFFERSON PROPERTIES LIMITED PARTNERSHIP** (hereinafter called the "VENDOR").

1. The following definitions shall apply to this Agreement:

- (a) "Act" means the Condominium Act, S.O. 1998, C.19, Chapter 26, and any amendments thereto.
- (b) "Unit" means Suite 305 , Unit 45 , Level 2 , ("Residential Unit") together with(1) Parking Unit(s) to be allocated by the Vendor in its sole discretion, being (proposed) units in the Condominium to be located on the lands legally described as Part of Lots B and C, Plan 1916, designated as Part 3, Plan 65R-37587, Town of Richmond Hill, Ontario, being all of PIN 03208-3230 (LT) together with an undivided interest in the common elements and the exclusive use, if any, of those common elements attaching to such unit as set out in the Declaration.

2. The Purchaser hereby agrees with the Vendor to purchase the above-noted Unit on the following terms and conditions:

The Purchase Price of the Unit is [REDACTED]
 of lawful money of Canada, payable to the Vendor as follows:

- (a) the sum of [REDACTED] by Bank Draft with this Agreement payable to the Vendor's solicitors, Loopstra Nixon LLP in trust, as a deposit to be credited on account of the purchase price on closing.
- (b) the following additional deposits to the Vendor's solicitors by way of post-dated cheques in the amounts and on the dates described below:
- (i) [REDACTED] by cheque post-dated **THIRTY (30) days** following execution of this Agreement, being **Jul 03, 2021**
 - (ii) [REDACTED] by cheque post-dated **SIXTY (60) days** following execution of this Agreement, being **Aug 02, 2021**
 - (iii) [REDACTED] by cheque post-dated **NINETY (90) days** following execution of this Agreement, being **Sep 01, 2021**
 - (iv) [REDACTED] by cheque post-dated **ONE HUNDRED AND FIFTY (150) days** following execution of this Agreement, being **Oct 31, 2021**
 - (v) [REDACTED] by cheque post-dated **TWO HUNDRED AND TEN (210) days** following the execution of this Agreement, being **Dec 30, 2021**
 - (vi) [REDACTED] by cheque post-dated **TWO HUNDRED AND SEVENTY (270) days** following the execution of this Agreement, being **Feb 28, 2022**

all deposits and funds payable on the shall be payable to the Vendor's solicitors, Loopstra Nixon LLP in trust, or as otherwise directed by the Vendor from time to time, to be held or paid to the Vendor in accordance with the provisions of the Act or any deposit trust agreement entered into with the Taron Warranty Corporation or the provider of a Taron deposit bond and/or excess condominium deposit facility. Any sums held by the Vendor's solicitors may be invested in an interest-bearing trust account or term deposit with all interest earned to be paid to the Vendor and which interest shall not form the basis of any adjustment between the parties. The Purchaser shall receive interest in accordance with the Act.

- (d) the unpaid balance of the Purchase Price (the "Unpaid Balance") shall be paid on the Closing Date, by certified cheque, subject to the adjustments hereinafter set forth.
- 2B. The proposed occupancy of the Unit will be permitted on the date(s) set out in the "Statement of Critical Dates" of the Addendum (the "Occupancy Date"). The Closing Date shall be established in accordance with paragraph 5(b) of Schedule "I", Schedule "K", Schedule "R", Schedule "Z", Schedule "X" of this Agreement (the "Closing Date").

The following Schedules are appended hereto and form an integral part of the Agreement herein: Schedule "A" Features and Finishes, Schedule "B" Floor Plans, Schedule "C" Statement of Critical Dates and Addendum to Agreement of Purchase and Sale including the Appendix of Additional Early Termination Conditions, if any, (collectively the "Addendum"), Schedule "X" General Terms, and Schedule "I", Schedule "K", Schedule "R", Schedule "Z". The Purchaser acknowledges having read all paragraphs and Schedules of this Agreement.

This Agreement shall be irrevocable by the Purchaser until one minute before midnight on the tenth day after his/her execution, after which time if not accepted, this Agreement shall be null and void and the deposit returned to the Purchaser, without interest or deduction, except as required by the Act. Acceptance by the Vendor of this Agreement shall be deemed to have been sufficiently made if this Agreement is executed by the Vendor on or before the irrevocable date specified in the preceding sentence, without requiring any notice of such acceptance to be delivered to the Purchaser prior to such time.

DATED this _____ day of _____, 6/3/2021 | 12:53:44 PM EDT

IN WITNESS WHEREOF I have hereunto set my hand and seal as of the day, month and year above written.

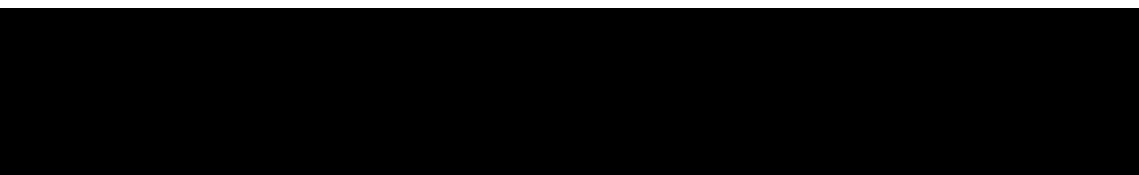
(Witness) _____

[Signature] (seal)
 Purchaser: Khawaja, Salman Khawar

(Witness) _____

Purchaser: _____ (seal)

Purchaser's Information:



THE UNDERSIGNED accepts the above Agreement and agrees to complete the transaction in accordance with the terms thereof.

ACCEPTED this _____ day of _____, 6/3/2021 | 1:30:30 PM EDT

Vendor's Solicitors
 Loopstra Nixon LLP

135 Queens Plate Dr, Suite 600
 Toronto, Ontario M9W 6V7
 Tel: (416) 746-4710 Fax: (416) 746-8319
 Attention: Reg Theriault
 rtheriault@loonix.com

JEFFERSON PROPERTIES LIMITED PARTNERSHIP
 by its sole General Partner 2011836 ONTARIO CORP.

DocuSigned by:
[Signature]
 Per: _____
 Authorized Signing Officer

Receiver's Motion Record p. 85

SCHEDULE "X"General Terms

THIS SCHEDULE FORMS PART OF, AND IS TO BE READ IN CONJUNCTION WITH THE ATTACHED AGREEMENT OF PURCHASE AND SALE FOR:

2C. Additional Definitions

The meaning of words and phrases used in this Agreement and its Schedules shall have the meaning ascribed to them in the Act, or the Addendum and other terms used herein shall have ascribed to them the definitions in the Condominium Documents unless otherwise provided for as follows:

"Agreement" means this Agreement of Purchase and Sale including all Schedules attached hereto and made a part hereof and all amendments thereto;

"Condominium" means the condominium development which will be constructed upon and registered against the Property pursuant to the provisions of the Act;

"Condominium Documents" means the declaration, description, the by-laws, agreement authorized by by-law and rules of the Condominium, and budget statement together with all other documents and agreements which are entered into by the Vendor on behalf of the Condominium or by the Condominium directly prior to the turnover of the condominium, as may be amended from time to time;

"Corporation" shall mean the Standard Condominium Corporation created upon registration by the Vendor of the declaration and description;

"Governmental Authorities" shall mean the Municipality (as hereinafter defined) as well as the provincial and federal government and any other governmental agency, tribunal, body or otherwise having jurisdiction or rights with respect to the development of the Condominium, as well as any private or public utility or service provider providing utility, communication, natural gas or other services to the Property and/or Condominium and "Governmental Authority" shall mean any one of them;

"HST" or "Harmonized Sales Tax" shall mean the harmonized and/or blended Ontario Retail Sales Tax (the **"RST"**) and federal Goods and Services Tax (the **"GST"**). Purchasers are advised that the rate of HST applicable to this transaction is 13 percent being comprised of five per cent GST and eight percent RST;

"Interim Occupancy" shall mean the period of time from the Occupancy Date and the Closing Date;

"Municipality" shall mean the Town of Richmond Hill;

"Net HST" shall mean the HST applicable to this transaction net of all Rebates which latter amounts are deemed to be the maximum potential Rebates based on the Purchase Price set out herein (as adjusted and/or with all other applicable amounts required for the calculation of total consideration being added thereto) and with the Purchaser qualifying for all Rebates;

"Parking Unit" means the parking unit(s) included in this agreement of purchase and sale (if any) to be located in the parking structure in a location to be specified by the Vendor in its sole discretion prior to the Occupancy Date. The Purchaser acknowledges that the Vendor, in its sole discretion, shall have the right to relocate the Parking Unit to another location in the building prior to the Closing Date and same shall not be considered a material change.

"Property" shall mean the lands and premises upon which the Condominium is constructed or shall be constructed and legally described in the Condominium Documents provided for this Condominium and this Agreement and legally described as Part of Lots B and C, Plan 1916, designated as Part 3, Plan 65R-37587, Town of Richmond Hill, Ontario, being all of PIN 03208-3230 (LT);

"Purchase Price" for the purposes of the calculation of the applicable HST, shall mean the contract price set out on page 1 of this Agreement, as increased by any amount(s) as set out herein reimbursable and/or payable by the Purchaser to the Vendor (hereinafter defined as **"Additional Charges"**) for the purposes of calculating the total value of consideration for the purposes of HST;

"Rebate" or "Rebates" shall mean any provincial and/or federal new housing purchase rebate and/or transitional rebate applicable to this purchase transaction (where such transitional rebate is claimable by the Purchaser and not the Vendor), and shall include any refund, credit, rebate of any form or nature of such HST applicable to this purchase transaction but specifically shall not include any new housing residential property rebate or any similar rental or leasing rebate whatsoever;

"Residential Unit" or "Dwelling Unit" means the dwelling unit described on page 1 of the Agreement;

"Site Plan" means the Site Plan included in the Disclosure Statement accompanying this Agreement.

3. Unpaid Balance

The Purchaser shall not have the right to prepay the Unpaid Balance prior to the Closing Date, save and except upon the making of an election to do so, in accordance with the requirements of the Act.

The Purchaser covenants that his/her spouse shall also execute all documents as may be required to be executed by the Purchaser pursuant to the provisions of this Agreement and shall also guarantee the payment of the Unpaid Balance to the Vendor.

The Purchaser is hereby notified that a consumer report containing credit and/or personal information may be requested at any time in connection with this transaction, with respect to the Purchaser and his/her spouse.

4. **Delay**

The Unit shall be deemed to be completed for the purposes of the Occupancy Date or any extension thereof when the interior of the dwelling unit shall have been substantially completed in the opinion of the Vendor, and the Purchaser agrees that the sale shall be completed on that date, as hereinafter provided, without holdback of any part of the purchase price and the Vendor shall complete any outstanding details of construction required by the contract within a reasonable time thereafter having regard to weather conditions and the availability of supplies or tradesmen. In any event, the Purchaser acknowledges that failure to complete the common elements on or before the Occupancy Date shall not be deemed to be a failure to complete the Unit.

5. (a) **Interim Occupancy:** If the Unit is substantially completed, as set out in paragraph 4 hereof, on the Occupancy Date, but the Corporation has not yet been registered, then the Purchaser shall pay to the Vendor the amount payable on the Occupancy Date as herein provided and shall occupy the Unit as a licensee on that date pursuant to the Vendor's standard occupancy agreement and shall pay to the Vendor a monthly occupancy fee which, in addition to any other components or factors which the Vendor may from time to time lawfully utilize in calculating said occupancy fee, shall be equal to the monthly estimated common expenses for the Unit, an amount reasonably estimated on a monthly basis for municipal taxes attributable to the Unit and interest, calculated in accordance with the Act, on a monthly basis, on the Unpaid Balance and the occupancy by the Purchaser shall be governed insofar as is applicable, by the provisions of the proposed Declaration and by-laws. The Purchaser shall provide on or before the Occupancy Date a series of post-dated cheques for the monthly occupancy fee as requested by the Vendor. IT IS UNDERSTOOD AND AGREED THAT ALL AMOUNTS PAID BY THE PURCHASER BY WAY OF OCCUPANCY FEE ARE PAYABLE AS AN OCCUPANCY LICENSE FEE ONLY AND ARE NOT TO BE CREDITED TO THE PURCHASER AS PAYMENTS ON ACCOUNT OF THE PURCHASE PRICE. If the Declaration and Description have not been registered by the tenth (10th) day following the end of the Purchaser's Termination Period as described in the Addendum attached hereto, the Purchaser agrees to vacate the Unit at the Vendor's sole option on that day and deliver up possession of the Unit to the Vendor, in which event the deposits and any amount paid to the Vendor on account of the Purchase Price shall be returned to the Purchaser, subject to any repair and redecorating expenses of the Vendor necessary to restore the Unit to its original state on occupancy, reasonable wear and tear excepted and the return of such monies shall be deemed to terminate this Agreement. The Purchaser hereby consents to such termination pursuant to Section 79(2) of the Act and agrees to provide the Vendor with a release of this Agreement in the Vendor's standard form. The occupancy fee shall be proportionately adjusted in the event of such termination. If the Declaration and Description have not been registered within six (6) months after the Occupancy Date, the Vendor has the right, in its sole discretion, to reduce the monthly occupancy fee payable by the Purchaser, such that the common expense component thereof excludes any projected contribution to the reserve fund, which will obviate any obligation on the part of the Vendor, pursuant to the Act, to remit any reserve fund contribution to the Corporation upon registration, for each month of occupancy after the sixth month.
- (b) **Closing Date:** The "Closing Date" or "Closing" shall be the later of the Occupancy Date or a date fixed by the Vendor at least ten (10) days after the Vendor's solicitors notifies the Purchaser or their solicitor of the registration of the Corporation upon which date a transfer of title to the Unit shall be delivered to the Purchaser. The Purchaser covenants and agrees that they will, at their own expense complete the transaction in accordance with the notice aforesaid and register the transfer of title immediately upon delivery of the transfer to them.

6. **Construction and Changes**

The Vendor agrees to complete the Unit and common elements in a good and workmanlike manner in accordance with the standards established by the Home Construction Regulatory Authority and/or the Condominium Authority of Ontario and/or Tarion Warranty Corporation ("Tarion"). The Purchaser acknowledges and agrees that the Vendor may, from time to time, in its sole discretion, or as required by the Governmental Authorities having jurisdiction, or the Vendor's Mortgagee, change, vary or modify the plans and specifications pertaining to the Unit or the Condominium (including architectural, structural, engineering, landscaping, grading, mechanical, site, servicing or other plans) from the plans and specifications existing at the inception of the project, or as they exist at the time the Purchaser has entered into this Agreement, or as same may be illustrated in any sales brochure, model in the sales office or otherwise, and the Purchaser shall have absolutely no claim or cause of action against the Vendor or its agents for any such changes, variances or modifications, nor shall the Purchaser be entitled to any notice thereof and where any such change, variation or modification is a material change as set out in the Act, then the Purchaser's only recourse and remedy shall be pursuant to the Act. The Purchaser acknowledges that the Vendor may, from time to time, substitute such other materials utilized in the construction of the Unit and the common elements of the Condominium, from those specified or contemplated in the aforesaid plans or specifications, provided that the quality of any substituted material(s) is comparable to or better than the material(s) originally indicated in the said plans or specifications. The determination of whether or not a substitute material is of equal or better quality shall be made by the Vendor's architect whose determination shall be final and binding.

The items set out in any features schedule attached hereto are included in the Purchase Price, unless specified in the features list. Model unit or sales office furnishings, decor, improvements, mirrors, drapes, tracks, and wallpaper are for display purposes only and are not included in the Purchase Price. Any item identified as optional or an upgrade in the sales or marketing material and information is not included in the dwelling unit but may be purchased at additional cost under a separate schedule to this Agreement. The location of mechanical installations may not be as shown on the sales brochure and will be located in accordance with approved plans and/or good construction practice and may result in room size reduction.

The Purchaser acknowledges and agrees that architectural control of boulevard tree planting, landscaping, acoustical fencing, exterior colour schemes, or any other matter external to the dwelling unit designed to enhance the aesthetics of the Condominium as a whole, may be imposed by the Governmental Authorities and the Purchaser agrees to accept, without any right of abatement or purchase price, any changes required as a result of such architectural control. The Vendor shall have the right, in its sole discretion, to construct the hereinbefore described dwelling unit either as shown on the sales brochures, renderings and other plans and specifications therefore reviewed and approved by the Purchaser, or, to construct such dwelling unit on a reverse mirror image plan, including reversal of interior floor plan layout. Construction of a reverse mirror image dwelling unit plan is hereby irrevocably accepted by the Purchaser without any right of abatement of purchase price and in full satisfaction of the Vendor's obligations as to construction of the dwelling unit type hereinbefore described.

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The Purchaser covenants and agrees to attend upon receipt of notice from the Vendor, at the date and time specified in such notice, to make colour and other selections from the Vendor's standard samples, such selections to be noted on the Vendor's standard form and when completed shall constitute part of this Agreement (the "**Colour Chart**"). In the event any item on the Colour Chart becomes unavailable, or, if such selection would not be available in a timely fashion (such determination to be made by the Vendor at its sole discretion), the Purchaser shall be allowed seven (7) days written notice to attend to re-select an alternative from the Vendor's available samples. In the event the Purchaser does not attend and execute the Colour Chart at the date and time specified in the above-noted notice from the Vendor or if the Purchaser does not so re-select within the time hereinbefore limited, the Vendor may at its option, make such selection on behalf of the Purchaser, and in any such event, the Purchaser hereby irrevocably agrees to accept the Vendor's selection without any right of abatement of purchase price and in full satisfaction of the Vendor's obligation herein. Only such item as may be unavailable, or unavailable in a timely fashion (as determined by the Vendor at its sole discretion) may be re-selected by the Purchaser. In the event of default by the Purchaser in re-selection, and a re-selection by the Vendor on behalf of the Purchaser, the re-selection shall be of equal or better quality than the original selection.

The Purchaser specifically acknowledges that in the manufacture of finishing items, colour variances sometimes occur. The Purchaser hereby agrees to accept any such colour variation resulting from the manufacturing process without any right of abatement of purchase price and in full satisfaction of the Vendor's obligations herein. More specifically, the Purchaser acknowledges that colour, texture, appearance, grains, veining, natural variations in appearance etc. of features and finishes installed in the Unit may vary from Vendor's samples as a result of normal manufacturing and installation processes and as a result of any such finishes being of natural products and the Purchaser agrees that the Vendor is not responsible for same. The Vendor is not responsible for shade difference occurring in the manufacture of items such as, but not limited to, finishing materials or products such as carpet, tiles, bath tubs, sinks and other such products where the product manufacturer establishes the standard for such finishes. Nor shall the Vendor be responsible for shade difference in colour of components manufactured from different materials but which components are designed to be assembled into either one product or installed in conjunction with another product and in these circumstances the product as manufactured shall be accepted by the Purchaser. Purchaser acknowledges and agrees that pre-finished wood flooring (if any) may react to normal fluctuating humidity levels inducing gapping or cupping. The Purchaser acknowledges that natural stone (if any) is a very soft stone which will require a substantial amount of maintenance by the Purchaser and is very easily scratched and damaged. Purchaser acknowledges and agrees that carpeting may be seamed in certain circumstances and said seams may be visible. The Purchaser further acknowledges and agrees that various types of flooring, including but not limited to carpets, marble, tile, laminate, hardwood floors, or engineered wood in the dwelling unit may result in different heights (to be established by the Vendor in its sole discretion) in the transitional areas between them, and that the Vendor may use appropriate reducers in the area.

The Purchaser covenants and agrees that he/she shall pay to the Vendor in advance for all extras, upgrades or changes ordered by the Purchaser at the time such order is made and the Purchaser further acknowledges and agrees that such payment is non-refundable unless this transaction is not completed due only to the Vendor's default. Notwithstanding anything herein contained to the contrary, the Purchaser acknowledges and agrees that if, upon the Occupancy Date, any of the extras, upgrades or changes ordered by the Purchaser remain incomplete in whole or in part or if the Vendor shall, in its sole discretion, determine that it will not provide extras, upgrades or changes or cannot complete the extras, upgrades or changes then there shall be refunded to the Purchaser upon Occupancy Date closing that portion of the amount paid by the Purchaser in connection with such extras, upgrades or changes which remain incomplete in whole or in part as aforesaid, as determined by the Vendor. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which, in the alternative, the Purchaser receives credit in the statement of adjustments) shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the extras, upgrades or changes which remain incomplete as aforesaid. The Purchaser further acknowledges that the Vendor's liability with respect to such incomplete extras, upgrades or changes shall be limited to the return of the amounts referred to aforesaid and, thereafter, there shall be no further liability upon the Vendor in connection with such incomplete extras, upgrades or changes and upon such payment being made or credit being given, the Vendor shall be deemed to have been released from any and all obligations, claims or demands whatsoever with respect to such incomplete extras, upgrades or changes. In the event the Purchaser neglects to advise the Vendor forthwith upon request as to the Purchaser's selection of finishing specifications, or orders any extras, upgrades in interior finishings, or performs any work in or about the dwelling unit which causes delay in the Vendor's construction operations, the Vendor may require the Purchaser to complete this transaction on the Occupancy Date herein set out without holdback of any part of the purchase price, on the Vendor's undertaking to complete any of the Vendor's outstanding work.

The Purchaser acknowledges and agrees that the confirmation by the municipality that occupancy of this unit is permitted shall constitute complete and absolute acceptance by the Purchaser of all construction matters and the quality and sufficiency thereof including, without limitation, all mechanical, structural and architectural matters.

7. Warranty

The Vendor covenants that on the Occupancy Date a written warranty in Tarion's standard form will be requested by the Vendor from Tarion. The Purchaser agrees to accept such warranty in lieu of any other warranty or guarantee, expressed or implied, it being understood and agreed that there is no representation, warranty, guarantee, collateral agreement or condition precedent to, concurrent with, or in any way affecting this Agreement or the subject land or Unit other than as expressed herein.

Notwithstanding the foregoing or anything contained in the said warranty, the Purchaser waives any right to any claim against the Vendor for damage to any ceiling or walls due to normal shrinkage and the Purchaser agrees that this Agreement may be pleaded by the Vendor in estoppel of any such claims by the Purchaser.

The Purchaser acknowledges and agrees that the Unit does/may contain wood flooring which will absorb excess moisture under humid conditions and release its normal moisture content under excessively dry conditions. Wood flooring will naturally swell during the humid seasons and will shrink when heat is applied. The Purchaser acknowledges that the Vendor will not be responsible for any swelling or shrinkage cracks resulting from excessive humidity or excessive dryness within the Unit. When the heating system is not in use during late spring, summer and early fall, the Vendor strongly recommends that the Purchaser use a dehumidifier in the Unit. Correspondingly, when the heating system is on during the late fall, winter and early spring, the Vendor strongly recommends use of a humidifier system within the Unit. The Purchaser takes full responsibility for any damage to the wood flooring as a result of its failure to mitigate air quality conditions as herein set out.

8. Inspection of Unit

- (a) The Purchaser acknowledges that a Homeowner Information Package (the "**Package**") is available from Tarion and the Vendor will deliver one to the Purchaser at or before the Pre-Delivery Inspection ("**PDI**") required under the provisions of Tarion. The

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Purchaser (or the Purchaser's designate) agrees to execute and provide to the Vendor the Confirmation of Receipt ("Receipt") of the Package, in the form required by Tarion, forthwith upon receipt of the Package. The Purchaser (or the Purchaser's designate) will meet at the Unit on or before the Occupancy Date to conduct the PDI. The Purchaser shall not be entitled to examine the Unit except when accompanied by a representative of the Vendor. The Purchaser agrees to comply with all regulations under the Occupational Health & Safety Act, including the wearing of head and foot protection and such other safety apparel as designated by the Vendor and the Purchaser agrees to indemnify the Vendor against any fines incurred as a result of non-compliance with these provisions by the Purchaser. The Purchaser (or the Purchaser's designate) is to arrange the PDI with a representative of the Vendor and is to give the representative of the Vendor at least three (3) days' prior notice of the PDI, which shall be conducted at a mutually convenient time prior to the Occupancy Date. During the PDI, the Purchaser and the Vendor agree to list any incomplete, damaged or deficient items with respect to the Unit on the PDI Form (the "Form") required by or approved by Tarion. In addition, the Purchaser (or the Purchaser's designate) shall execute all other forms prescribed from time to time by, and required to be completed pursuant to the requirements of Tarion, including any Certificate of Completion and Possession (the "CCP"). The Purchaser agrees that such warrantable items as are included in the Form represent the balance of work to be completed by the Vendor with respect to the Unit and the Purchaser agrees that no further request for completion of items may be maintained by the Purchaser, save and except in accordance with Tarion, and this shall serve as a good and sufficient release of the Vendor in that regard. Except for the PDI, the Purchaser agrees that prior to the Occupancy Date, the Purchaser, their agents or representatives will not, in any circumstances enter onto the Condominium and the Unit except at the request of the Vendor and accompanied by a representative of the Vendor and any entry other than as aforesaid shall be deemed to be a trespass and the Vendor shall be entitled to exercise any rights that it may have pursuant to this Agreement or at law as a result of same. In the event the Purchaser sends a designate to conduct the PDI in the Purchaser's place, the Purchaser shall first provide the Vendor with the Appointment of Designate for PDI in the form prescribed by Tarion, prior to the PDI, failing which the Purchaser shall be required to attend personally. In the event that the Purchaser appoints such designate, the Purchaser acknowledges and agrees that the Purchaser shall be bound by all of the documentation executed by the designate to the same degree and with the same force and effect as if executed by the Purchaser directly. The Purchaser further agrees that the Vendor shall have the right to enter the Unit after completion of the transaction in order to complete such items as are included in the Form. The Vendor shall complete such items as are contained in the Form within a reasonable time after closing, subject to weather conditions and the availability of supplies and trades. The warranties given under the Ontario New Home Warranties Plan Act, as amended, replace any warranties at law or otherwise. The Purchaser agrees that in no event shall the Purchaser be entitled to obtain possession of the Unit until and unless the Purchaser (or the Purchaser's designate) has executed the Receipt, Form and CCP, together with any other documents required under Tarion (collectively the "Documents"). In the event the Purchaser (or the Purchaser's designate) has failed to complete the PDI and execute the Documents on or before the Occupancy Date, the Vendor shall have the right, at the Vendor's sole option, to terminate this Agreement and forfeit all deposit monies, together with any monies paid for extras, in full, in addition to and without prejudice to any other remedy available to the Vendor arising out of such default.

- (b) Prior to the Occupancy Date, the Purchaser shall not be entitled to do or cause to be done any work, installation, improvement or alteration to the Unit or the common elements, in default of which, the Vendor shall have the right to either charge the Purchaser on the Occupancy Date or on the Closing Date, for all costs and expenses incurred by the Vendor in removing or rectifying all work done by the Purchaser, in such amounts as determined by the Vendor in its sole discretion or, at the Vendor's sole option, to terminate this Agreement and forfeit all deposit monies, together with any monies paid for extras, in full, in addition to and without prejudice to any other remedy available to the Vendor arising out of such default.

9. **Damages Before Closing**

The Unit shall be and remain at the risk of the Vendor until Closing, and pending completion of the sale the Vendor will hold all insurance policies and the proceeds thereof in trust for the parties as their interests may appear, and in the event that the Unit or the Building of which the Unit forms a part are substantially damaged or destroyed, and the Vendor, in its sole discretion decides that it will not rebuild or repair such damage, then the Vendor may elect to terminate this Agreement and upon returning to the Purchaser the deposit without interest except as may be required by law, the Vendor's liability shall be at an end and the Purchaser shall execute and complete such documents as may be necessary to clear the title to the real property. The Purchaser is hereby advised that the Vendor's builder's risk and/or comprehensive liability insurance (effective prior to the registration of the Condominium), and the Condominium's master insurance policy (effective from and after the registration of the Condominium) will not cover any betterments or improvements made to the Unit, nor any furnishings or personal belongings of the Purchaser or other residents of the Unit, and accordingly the Purchaser shall arrange for his or her own insurance coverage with respect to same, effective from and after the Occupancy Date, all at the Purchaser's sole cost and expense. The Purchaser acknowledges that the Purchaser alone is responsible for the repair and replacement of all improvements and betterments made or acquired by the Purchaser within or upon the Unit.

10. **Access by Vendor for Maintenance and Completion**

- (a) Notwithstanding the transfer of title to the Unit to the Purchaser, or occupancy of the Unit by the Purchaser, the Vendor or its duly authorized agents shall have free access at all reasonable times to the Unit in order to make inspections or do any work or repairs thereon which may be deemed necessary in connection with the completion of the Unit or of any servicing or installations in connection with the Unit or the common elements or any other unit in the Condominium and this right shall be in addition to any rights and easements in favour of the Vendor under the Act. A right of entry in favour of the Vendor for a period not exceeding five (5) years similar to the foregoing may be included in the Transfer/Deed of Land provided on Closing.
- (b) The Purchaser shall not interfere with the completion by the Vendor of other units and the common elements. Until all the units are completed and sold, the Vendor may make such use of the unsold units and the common elements as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the units and the display of signs.

11. **Acceptance of Title by Purchaser**

- (a) The Purchaser agrees to accept title subject to the following:
- (i) the Declaration, Description, any By-laws, or other documents registered on behalf of, or for the benefit of the Condominium (the "Condominium Documents"), notwithstanding that they may be amended and varied from the proposed Condominium Documents in the general form attached to the Disclosure Statement delivered to the Purchaser as set out in the Acknowledgment;

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- (ii) registered restrictions or covenants that run with the land, including any encroachment agreement(s) with any governmental authorities or adjacent land owner(s), provided that same are complied with as at the Closing Date;
 - (iii) easements, encroachments, rights-of-way, leases, agreements and/or licences now registered, or to be registered hereafter, which are required by the Governmental Authorities or any authority, commission or corporation or required by the Vendor, including for the supply and installation of utility services, drainage, telephone services, telecommunication services, electricity, gas, storm and/or sanitary sewers, water, cable television and/or any other service(s) to or for the benefit of the Condominium or to any adjacent or neighbouring properties, as well as any easement(s) which may be required by the Vendor or by the owner of the land, if not one and the same as the Vendor, and/or by any owner(s) of adjacent or neighbouring properties for servicing and/or access to (or entry from) such properties, together with any easement and cost-sharing agreement(s) or reciprocal agreement(s) confirming (or pertaining to) any easement or right-of-way for access, egress, support, maintenance and/or servicing purposes, and/or pertaining to the sharing of any services, facilities and/or amenities with adjacent or neighbouring property owners, including the Vendor;
 - (iv) registered agreements with any governmental authority and registered agreements with utilities, service providers and/or with local ratepayer associations, including without limitation, any development, site plan, subdivision, engineering and/or other municipal agreement or similar agreements entered into with any governmental authorities (with all of such agreements being hereinafter collectively referred to as the "**Development Agreements**");
 - (v) unregistered or inchoate liens for unpaid utilities in respect of which no formal bill, account or invoice has been issued by the relevant utility authority (or if issued, the time for payment of same has not yet expired), without any claim or request by the Purchaser for any utility holdback(s) or reduction/abatement in the Purchase Price, provided that the Vendor delivers to the Purchaser the Vendor's written undertaking to pay all outstanding utility accounts owing with respect to the Unit(s) (including any amounts owing in connection with any final meter reading(s) taken on or immediately prior to the Closing Date, if applicable), as soon as reasonably possible after the completion of this transaction;
 - (vi) any by-law, regulation, restriction, easement, noise attenuation provision, environmental notice, warning, restrictive covenant, lease, license or other agreement relating to the use or development of the Condominium;
 - (vii) any easement, right of re-entry, lease, license or other agreement relating to the installation, operation, maintenance and repair of any public art or any other installation or feature which is part of the common elements of the Condominium;
 - (viii) any agreement which is necessary for the operation, maintenance or repair of the Condominium;
 - (ix) any easement, right-of-way or other agreement in favour of the Vendor (and any successor in title) or in favour of any adjacent landowners to facilitate the development of and access to the remainder of the lands owned or previously owned by the Vendor, and to facilitate the development of and access to any adjacent lands;
 - (x) a temporary easement and right of re-entry in favour of the Vendor for the purpose of completing construction of the Condominium and complying with its obligations pursuant to any agreement with any governmental authority;
 - (xi) any restrictive covenant or building restrictions relating to the Unit or the Condominium;
 - (xii) the right of the Vendor, Corporation or the Governmental Authorities and it's or their servants, agents and employees, to enter, inspect and install services and utilities and to maintain and repair same;
 - (xiii) any conditional sales agreements, notices of security interests or other agreements relating to any rental or leased equipment in the Unit or Condominium;
 - (xiv) any noise report or noise study;
- (b) It is understood and agreed that the Vendor shall not be obliged to obtain or register on title to the Unit a release or discharge of (or an amendment to) any of the aforementioned items referred to in subparagraph 11(a) hereof, nor shall the Vendor be obliged to have any of same deleted from the title to the property, and the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall satisfy himself or herself as to compliance therewith. The Purchaser agrees to observe and comply with the terms and provisions of the Development Agreements, and all restrictive covenants registered on title. The Purchaser further acknowledges and agrees that the retention by the Governmental Authorities of security (e.g. in the form of cash, letters of credit, a performance bond, etc., satisfactory to the Governmental Authorities) intended to guarantee the fulfilment of any outstanding obligations under the Development Agreements shall, for the purposes of the purchase and sale transaction contemplated hereunder, be deemed to be satisfactory compliance with the terms and provisions of the Development Agreements. The Purchaser also acknowledges that the wires, cables and fittings comprising the cable television system serving the Condominium are (or may be) owned by the local cable television supplier, or by a company associated, affiliated with or related to the Vendor.
- (c) The Purchaser covenants and agrees to consent to the matters referred to in subparagraph 11(a) hereof and to execute all documents and do all things requisite for this purpose, either before or after the Closing Date.
- (d) The Vendor shall be entitled to insert in the Transfer/Deed of Land, specific covenants by the Purchaser pertaining to any or all of the restrictions, easements, covenants and agreements referred to herein and in the Condominium Documents, and in such case, the Purchaser may be required to deliver separate written covenants on closing. If so requested by the Vendor, the Purchaser covenants to execute all documents and instruments required to convey or confirm any of the easements, licences, covenants, agreements, and/or rights, required pursuant to this Agreement and shall observe and comply with all of the terms and provisions therewith. The Purchaser may be required to obtain a similar covenant (enforceable by and in favour of the Vendor), in any agreement entered into between the Purchaser and any subsequent transferee of the Unit.

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- (e) The Vendor shall be entitled to a vendor's lien for any unpaid purchase monies or interest thereon and for any other adjustments required to be made by the Purchaser pursuant to the terms of this Agreement and not made at the time of Closing. The Purchaser hereby consents to registration of the Vendor's lien provided for herein, and the Vendor will upon request deliver to the Purchaser (for registration at the Purchaser's expense) a release of the Vendor's lien within a reasonable time after receipt by the Vendor of the final advance of the monies secured by the Vendor's lien.
- (f) The Purchaser agrees to advise the Vendor's solicitor within thirty (30) days prior to the Occupancy Date, as to how title will be taken, failing which, the Vendor is hereby directed to engross title in the name of the Purchaser(s) named in this Agreement and the Vendor's solicitors shall be entitled to charge a fee in order to make any subsequent changes thereto. The Purchaser agrees to accept any changes required to the unit number of the subject property as a result of the registered plan of condominium or otherwise as determined by the Vendor.
- (g) Subject to the terms of the Addendum attached to this agreement of purchase and sale, the Purchaser is responsible for obtaining their own occupancy permit or other occupancy authorization from the local municipality and shall satisfy himself that occupancy is permitted by the Municipality on the Occupancy Date. The Vendor shall not be liable for any damages the Purchaser may suffer in the event the Purchaser is unable to obtain same, except as may be stipulated by Tarion.
- (h) The Purchaser further agrees to accept the Vendor's solicitors' personal undertaking to discharge any mortgages, liens or encumbrances against the Unit or common elements that the Purchaser is not assuming and to close notwithstanding such mortgages, liens or encumbrances.

12. **Vendor's Covenants**

The Vendor hereby covenants as follows:

- (a) To take all reasonable steps to sell the residential units included in the property without delay other than any units leased by the Vendor. In that regard, the Vendor hereby specifically reserves to itself the right to lease any of the units that are not sold from time to time in the Condominium project in accordance with the terms of the registered Declaration and By-laws. This right of the Vendor shall apply to each and every unit in the Condominium project that is unsold from time to time and the Vendor hereby specifically declares that it intends to lease such unsold units as it may see fit. The Vendor may accept bona fide offers or options to purchase on leased units to close upon expiration of such a lease.
- (b) To take all reasonable steps to deliver to the Purchaser a registerable deed or transfer of the Unit without delay.
- (c) To hold in trust for the Corporation the money, if any, that the Vendor collects from the Purchaser on behalf of the Corporation.

The covenants of the Vendor in this paragraph contained are hereby understood and agreed to be the extent of the Vendor's obligations in that regard and it is understood and agreed that there are no further obligations or covenants in that regard other than those specifically stated above. Any breach by the Vendor of the foregoing covenants shall only entitle the Purchaser to such remedies as may be available under the Act and no other remedies or rights with respect thereto.

13. **Purchaser's Acknowledgments/Covenants**

The Purchaser covenants as follows:

- (a) The Purchaser shall occupy and take possession of the Unit on the Occupancy Date or within fifteen (15) days thereafter on the terms set out herein. The Purchaser will use the Unit for the purpose of the single family dwelling only.
- (b) The Purchaser shall not assign the occupancy license or any rights thereunder or grant a sub-license or otherwise part with possession of the Unit without the Vendor's written consent, and the parties hereto acknowledge that it is reasonable for the Vendor to withhold such consent in the circumstances of this transaction.
- (c) Prior to Closing, the Purchaser covenants and agrees not to sell, list for sale, lease, rent, transfer or assign this Agreement or the Unit or agree to sell, transfer or assign this Agreement or the Unit or any rights to occupancy of the Unit without the Vendor's written consent, which consent may be arbitrarily withheld. The Purchaser covenants that the Unit is being purchased and will be used for the Purchaser's personal use and not for investment or speculative purposes, and the Purchaser shall deliver a Statutory Declaration on the Occupancy Date confirming the foregoing. If the Purchaser should die prior to Closing, the Vendor shall at its option be entitled to declare this Agreement null and void and upon so doing shall return all monies paid hereunder to the personal representatives of the Purchaser without interest except as may be required by law.
- (d) Prior to Closing, the Purchaser shall maintain the Unit in a clean and sightly condition and shall not make any alterations or additions thereto without first obtaining the Vendor's written approval.
- (e) The monthly occupancy fee shall be paid by the Purchaser monthly, in advance, on the first day of each month commencing on the Occupancy Date, provided that if the Occupancy Date occurs on other than the first day of a month, then the occupancy fee for such month shall be pro-rated on a per diem basis and shall be paid in advance, on the Occupancy Date. On the Occupancy Date, the Purchaser agrees to prepay the adjusted occupancy fee for the month in which the Occupancy Date occurs and for the next full month thereafter.
- (f) In the event that this Agreement is terminated, the Purchaser shall forthwith vacate the Unit and the Purchaser shall pay to the Vendor the total cost, as estimated by the Vendor, of repairing any damage to the Unit caused by the Purchaser and removing any installation or decorations made by or on behalf of the Purchaser so that the Unit is put back into the same state as existed immediately prior to the Occupancy Date.
- (g)(i) The Vendor shall not be liable for any death or injury arising from or out of any occurrence in, upon, at, or relating to the proposed Condominium, or the Unit or damage to property of the Purchaser or of others located on the proposed Condominium or the Unit, nor shall it be responsible for loss of or damage to any property of the Purchaser or others from any cause whatsoever, even if any such death, injury, loss or damage results from the negligence of the Vendor, its agents, servants or employees, or other persons from whom it may at law be responsible. Without limiting the generality of the foregoing, the Vendor shall not

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be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, flood, snow or leaks from any part of the proposed Condominium or the Unit or from the pipes, appliances, plumbing, works, roof or subsurface of any floor or ceiling or from the street or any other place or by dampness or by any other cause whatsoever. The Vendor shall not be liable for any such damage caused by other owners, occupants, tenants, invitees or any other person on the proposed Condominium or by occupants of adjacent property thereto, or the public, or caused by construction or any private, public or quasi-public work. All property of the Purchaser kept or stored on the proposed Condominium or on or in the Unit shall be kept or stored at the risk of the Purchaser only and the Purchaser shall indemnify the Vendor and save it harmless from and against any claim arising out of any damages to the same, including without limitation, any subrogation claims by the Purchaser's insurers; and

- (ii) Notwithstanding any other terms, covenants and conditions contained in this Agreement, the Purchaser shall protect, indemnify and hold the Vendor harmless from and against any and all loss (including loss of all occupancy payments payable by the Purchaser pursuant to this Agreement), claims actions, damages, liability and expense in connection with loss of life, personal injury, damaged property or any other loss or injury whatsoever arising from or out of this Agreement, or any occurrence in, upon or at the proposed Condominium, or the Unit, or the occupancy or use by the Purchaser of the proposed Condominium or any part thereof or the Unit, or occasioned wholly or in part by any act or omission of the Purchaser or by anyone permitted to be on the proposed Condominium or the Unit by the Purchaser, even if the Vendor or any of its servants, agents, employees or others from whom it is in law responsible has acted negligently. If the Vendor shall, without fault on its part, be made a party to any litigation commenced by or against the Purchaser, then the Purchaser shall protect, indemnify and hold the Vendor harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Vendor in connection with such litigation.
- (h) The Purchaser agrees to comply with the provisions of the terms of the proposed Declaration, By-laws and Rules.
- (i) Breach of any of the covenants contained in this paragraph shall be a default of the Purchaser under the terms of this Agreement.
- (j) The Purchaser acknowledges and agrees that the selling agent represents the Purchaser and does not represent the Vendor. The selling agent is not authorized by the Vendor to make any representations or promises regarding the project or the sale of the Unit to the Purchaser. The Purchaser acknowledges and agrees that in the event of any conflict between any oral comment or representation made by the Vendor or its sales staff and this Agreement, this Agreement and any schedule or addendum hereto shall govern. Furthermore, the Purchaser acknowledges and agrees that unless specified in writing in this Agreement, the Vendor and its sales staff shall be deemed to have not made any representations regarding the project or the Unit whatsoever.
- (k) The Purchaser hereby acknowledges and agrees that it shall not assist or take part in any class action suit filed or threatened to be filed against the Vendor or any party involved in the development of the Property and that any proceedings, whether in arbitration or in court, will be conducted only on an individual basis and not as a class, representative, mass, or consolidated action.
- (l) The Purchaser hereby acknowledges and agrees that notwithstanding anything else contained herein, the Purchaser shall have forty-five (45) days from the date that this Agreement is executed by both parties to select and confirm with the Vendor any Extras that the Purchaser wishes to purchase which Extras shall be in addition to the Purchase Price (the "Requirement"). The Purchaser further acknowledges and agrees that in the event that the Purchaser fails to satisfy the Requirement, the Dwelling shall be constructed with the standard features and finishes as provided in Schedule "A" attached hereto.

14. Examination of Title by Purchaser

The Vendor shall notify the Purchaser or his solicitor when the Condominium has been registered. The Purchaser shall be allowed 10 days thereafter to examine title to the Unit at his own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, then the Agreement shall, notwithstanding any intermediate acts or negotiations in respect of such objections, become null and void, the Purchaser shall surrender to the Vendor vacant possession of the Unit and the Deposit shall be returned to the Purchaser with interest and without deduction and the Vendor shall have no further liability or obligation hereunder and shall not be liable for any costs or damages. Save as to any valid objection to title made within such time, the Purchaser shall be deemed to have accepted the title of the Vendor to the Unit. The Purchaser acknowledges and agrees that the Vendor shall be entitled to respond to all requisitions through the use of a standard title memorandum or title advice statement prepared by the Vendor's Solicitor and that same shall constitute a satisfactory manner of responding to the Purchaser's title requisitions, thereby relieving the Vendor and the Vendor's Solicitor of the requirement to respond directly or specifically to the Purchaser's requisitions. The Purchaser also acknowledges that the Vendor and the Vendor's Solicitor may arrange for the project to be enrolled with a title insurer or insurers acceptable to the Vendor (the "Title Insurer") in order to centralize underwriting for the project and avoid unnecessary duplication of costs for purchasers and their solicitors. In the event that the Purchaser elects to obtain title insurance through the Title Insurer, the Purchaser and the Purchaser's solicitor shall not be required to perform some or all of the following due diligence thereby saving the Purchaser significant transaction costs: title search and review of title search; preparation of requisition letter; prepare, send out and review responses to clearance letters; execution searches against the Vendor; and corporate status searches. As a result of the foregoing and regardless of whether the Purchaser obtains title insurance through the Title Insurer, the Purchaser agrees to pay to the Vendor or its solicitors on the Closing Date an administration fee of three hundred dollars (\$300.00) plus applicable taxes for enrolling the project with the Title Insurer and for preparing and delivering to the Purchaser's solicitor and Title Insurer a title advice statement.

15. Adjustments

The Purchaser shall be responsible and be obligated to pay the following costs and/or charges in respect of the Unit either on the Occupancy Date or the Closing Date as determined by the Vendor. The Purchase Price shall be adjusted to reflect the following items, which shall be apportioned and allowed to the Closing Date with the day itself apportioned to the Purchaser:

- (a) assessments prepaid or owing for contribution towards the common expenses, and/or reserve fund and/or the monthly occupancy fee;
- (b) an amount equal to that estimated by the Vendor to be payable by the Purchaser for the Purchaser's Unit contribution towards the common expenses and/or reserve fund of the corporation for a period of up to two (2) months, which sum shall be paid directly to the Corporation on closing and credited by the Corporation to the Purchaser, for use by the Corporation as it deems reasonable. Such sum shall be in addition to any common expenses otherwise payable to the Corporation. In addition, the

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Purchaser agrees to deliver a series of twelve (12) post-dated cheques or execute a pre-authorized chequing plan in an amount estimated by the Vendor to be payable monthly to the Corporation on account of common expenses;

- (c) unearned insurance premiums, and where such insurance is carried by the corporation, the Purchaser's Unit share of any unearned or accrued premiums determined by the Purchaser's proportionate contribution to the common expenses;
- (d) realty taxes (including local improvement rates) on the Unit, and at the Vendor's option, said realty taxes shall be estimated by the Vendor for the calendar year in which this transaction is completed and all or part of the next ensuing year, as determined by the Vendor, in its sole discretion, and shall be adjusted as if such sum had been paid by the Vendor notwithstanding that the same may not by the Closing Date have been levied or paid, subject, however, to readjustment upon the actual amount of said realty taxes being ascertained, and the Purchaser shall forthwith pay to the Vendor any balance owing to the Vendor upon receiving notice in writing thereof and the Vendor shall forthwith return to the Purchaser any balance owing to him. If realty taxes are owing for a period when the Condominium project was assessed and taxed as one structure and not as individual units, then the adjustment of realty taxes shall include an amount calculated to attribute a portion of such realty taxes owing on the Condominium project to the Unit based on its common interest.
- (e) any other prepaid or current expense, such as gas, electricity, fuel, water, etc., which shall be adjusted by attributing to the Purchaser's Unit its share of such expenses, as determined by its common interest;
- (f) a charge of three hundred (\$300.00) dollars plus HST for each Charge to be discharged by the Vendor to complete this transaction;
- (g) An amount representing interest on the balance of the Purchase Price calculated at the Vendor's borrowing rate from its principal banker from the Closing Date to and including the next following banking date;
- (h) any charges paid by the Vendor to a utility or service provider or supplier, including without limitation any charges for the installation, connection, energization, meter or meter installation of water, gas or hydro services, such charges being absolutely determined by a certificate signed on the part of the Vendor, as well as the cost of any check meters and ancillary devices and equipment related thereto and the cost of installation thereof. The Purchaser acknowledges and agrees that should any of the aforementioned charges be issued on a bulk basis, the Vendor shall have the right at its sole discretion, to apportion the cost of such charges to the Purchaser on a proportionate basis, based on the Purchaser's percentage interest in the common elements as set out in Schedule "D" to the Declaration;
- (i) any enrolment and/or regulatory fees paid by the Vendor for the Unit under, pursuant to or as a requirement or prerequisite of any governmental authority and any of the following: the Warranty Act, New Home Construction Licensing Act, 2017, the Act, the Condominium Management Services Act, or by any of the regulators or authorities pursuant to any of the foregoing, including, without limitation, the Tarion Warranty Corporation, the Home Construction Regulatory Authority and/or the Condominium Authority of Ontario, plus applicable taxes;
- (j) the real estate transaction levy surcharge charged by the Law Society and to be paid by the Vendor to its solicitors for this transaction;
- (k) the amount of any increase after January 20, 2021 in any development charge(s) or levies and/or education development charge(s) or levies as well as the entire amount of all other levies, charges, obligations or assessments assessed against or attributable to the Units, Condominium and/or Property or any portion thereof pursuant to *The Development Charges Act 1997*, S.O. 1997, as amended from time to time, the *Education Act S.O. 1997*, as amended from time to time, the *Planning Act, R.S.O., 1990* as amended from time to time, the *Municipal Act, 2001, S.O. 2001*, as amended from time to time, and/or pursuant to any other relevant legislation, regulation, policy or authority (collectively referred to as the "Levies" or individually as a "Levy"). The term Levies or Levy shall not include any "Transportation Levy" or "Parkland Levy" (all as hereinafter defined). The amount of the foregoing adjustment shall be determined by a certificate signed on the part of the Vendor which the Purchaser agrees to accept. The Purchaser acknowledges and agrees that should any of the Levies be issued on a bulk basis, the Vendor shall have the right in its sole discretion, to apportion the Levies to the Purchaser on a proportionate basis, based on either the Purchaser's percentage interest in the common elements as set out in Schedule "D" to the Declaration, or by dividing the total amount of Levies by the number of residential dwelling units in the Condominium and by charging the Purchaser in the statement of adjustments with that portion of the Levies.
- (l) the Purchaser shall reimburse the Vendor for the costs of any public art, planting, hard and soft landscaping, landscape furniture or other aesthetic or architectural treatment on the Condominium or Property or public lands adjacent or proximate thereto (the "Exterior Aesthetics") required by Governmental Authorities with respect to the development of the Condominium or lands in general. The amount of the foregoing adjustment shall be determined by a certificate signed on the part of the Vendor which the Purchaser agrees to accept. The Purchaser acknowledges and agrees that should the costs associated with the Exterior Aesthetics be issued on a bulk basis, the Vendor shall have the right in its sole discretion, to apportion the Exterior Aesthetics to the Purchaser on a proportionate basis, based on either the Purchaser's percentage interest in the common elements as set out in Schedule "D" to the Declaration, or by dividing the total amount of the costs associated with the Exterior Aesthetics by the number of residential dwelling units in the Condominium and by charging the Purchaser in the statement of adjustments with that portion of the costs associated with the Exterior Aesthetics.
- (m) the Purchaser shall reimburse the Vendor for the entire amount of all other levies, charges, obligations or assessments assessed against or attributable to the Units or assessed against the Property or any portion thereof pursuant or with respect to, or in connection with, any GO Transit, Metrolinx, York Region Transit or other transportation levies, charges, assessments or contributions, even if such costs are included in any Levy (the "Transportation Levy"). The Purchaser acknowledges and agrees that should the costs associated with the Transportation Levy be issued on a bulk basis, the Vendor shall have the right in its sole discretion, to apportion the Transportation Levy to the Purchaser on a proportionate basis, based on either the Purchaser's percentage interest in the common elements as set out in Schedule "D" to the Declaration, or by dividing the total amount of the costs associated with the Transportation Levy by the number of residential dwelling units in the Condominium and by charging the Purchaser in the statement of adjustments with that portion of the costs associated with the Transportation Levy;
- (n) the Purchaser shall reimburse the Vendor for the entire amount of all levies, charges, obligations, costs or assessments assessed against, payable or attributable to the Units or against the Property or any portion thereof pursuant or with respect to, or in

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connection with any parkland dedication or any cash in lieu payment or other parkland levies or similar levies, payments, charges, assessments or contributions, pursuant to the *Planning Act, R.S.O., 1990* as amended from time to time and/or pursuant to any other relevant legislation, regulation, policy, or authority, and such costs shall be payable even if such costs are included in any Levy (the "**Parkland Levy**"). The Purchaser acknowledges and agrees that should the costs associated with the Parkland Levy be issued on a bulk basis, the Vendor shall have the right in its sole discretion, to apportion the Parkland Levy to the Purchaser on a proportionate basis, based on either the Purchaser's percentage interest in the common elements as set out in Schedule "D" to the Declaration, or by dividing the total amount of the costs associated with the Parkland Levy by the number of residential dwelling units in the Condominium and by charging the Purchaser in the statement of adjustments with that portion of the costs associated with the Parkland Levy;

- (o) the cost of providing a status certificate in the maximum amount allowed pursuant to the Act;
- (p) the Vendor's solicitors charges for each evidence of compliance delivered to the Purchaser, or its solicitors, pursuant to subsection 81(6) of the Act;
- (q) the Purchaser shall be solely responsible to pay to the Vendor, either on the Occupancy Date or on the Closing Date, an amount as determined by the Vendor in its unfettered discretion payable pursuant to any of the Development Agreements or other Agreements entered into with the Municipality, including but not limited to any agreements pursuant to section 37 of the Planning Act or any amendments thereto, and/or any by-law passed by the Council of the Municipality related to the Condominium, wherein such agreements or by-law require the payment, including but not limited to, the payment for any contributions for community improvement initiatives and/or the providing of any public art within the Condominium or in the vicinity thereof, or cash in lieu thereof. The amount of the foregoing adjustment shall be determined by a certificate signed on the part of the Vendor which the Purchaser agrees to accept. The Purchaser acknowledges and agrees that should any of the aforementioned payments or charges be issued on a bulk basis, the Vendor shall have the right in its sole discretion, to apportion the cost of such payments or charges to the Purchaser on a proportionate basis, based on either the Purchaser's percentage interest in the common elements as set out in Schedule "D" to the Declaration, or by dividing the total amount of such payments, charges and/or costs by the number of residential dwelling units in the Condominium and by charging the Purchaser in the statement of adjustments with that portion of the payments, charges and/or costs;
- (r) any new taxes imposed on the Unit by the federal, provincial or municipal government or any increases to existing taxes currently imposed on the Unit by such government;
- (s) In the event that there are any changes in the Ontario Building Code Act, the Building Code, the Fire Code, Electrical Code or any other building or construction code, legislation, regulation or requirement that affects the design and/or construction of the Unit, Property and/or Condominium and increases the cost of same to the Vendor or owner of the Property, or if the Municipality imposes any architectural, landscaping, site plan or other amendments to the Unit, Condominium or Property after the date of this agreement then the Purchaser agrees to reimburse the Vendor for such increased costs, either based on the direct costs applicable to the unit or on a proportionate share basis as determined by the Vendor. A certificate signed by an officer of the Vendor shall be final and binding with respect to such increased costs;
- (t) any other adjustments provided for in this Agreement of Purchase and Sale;
- (u) a \$250.00, plus Applicable Taxes, administrative fee shall be charged to the Purchaser for (i) each deposit cheque in the possession of the Vendor's solicitors that the Vendor permits to be exchanged for a replacement cheque or deposited on a later date than the date indicated on the face of said cheque; or (ii) for any amendments executed by the Vendor at the request of the Purchaser, provided that the Vendor shall be under no obligation to execute or provide any requested amendments;
- (v) a \$250.00, plus Applicable Taxes, administrative fee shall be charged to the Purchaser for each sum that the Vendor permits to be paid to the Vendor's solicitor on account of the Purchase Price for the Unit by wire transfer or direct deposit. All payments by wire transfer or direct deposit shall be made in strict accordance with the provisions of the Vendor's solicitor's wire transfer and direct deposit form, which may be amended by the Vendor's solicitor from time to time. Without derogation from any other right or remedy of the Vendor, if such form is not complied with and a wire transfer or direct deposit is made on account of the Purchase Price, the Purchaser shall pay an additional adjustment of \$250.00, plus Applicable Taxes, as an administrative fee per occurrence.

If any of the adjustments to be made on the Occupancy Date and/or Closing cannot be accurately determined at the respective time, then the Vendor may estimate the adjustment to be made and the Purchaser shall accept such estimate; there shall be a later and final adjustment when all the items to be adjusted can be accurately determined. All proper readjustments shall be made after the Occupancy Date and/or Closing Date if necessary, forthwith upon request. Any monies owing to the Vendor pursuant to such readjustment or as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser's obligations set out in this Agreement shall be payable upon written demand by the Vendor and shall bear interest from the date of written demand at the rate of twenty percent (20%) per annum, calculated daily, not in advance, and shall be a charge on the Unit until paid and such charge shall be enforced in the same manner as a mortgage in default. The balance due on the Occupancy Date and/or the Closing Date shall be paid by certified cheque drawn in favour of those parties as may be directed by the Vendor and/or its solicitors.

The Purchaser shall, from the Occupancy Date take all necessary steps to assume sole responsibility for all charges for hydro, water, gas and other services attributable to the Unit, unless same are included as a proposed common expense. The Purchaser shall be required to execute and deliver on the Occupancy Date or thereafter as required by the Vendor, all documents and any cheques or pre-authorized chequing plan as required by the Vendor related to the sub-metering of any utility. The Vendor shall be entitled to rebates issued or paid by any utility provider or by any entity supplying the various equipment to the Unit, even though such equipment may be of a rental/leased nature. The Purchaser agrees that he will execute any form of acknowledgement, direction, consent or assignment required by the Vendor in order to evidence the Vendor's entitlement to any such rebate.

The Purchaser acknowledges and agrees that a three hundred and fifty dollar (\$350.00) administrative fee shall be charged to the Purchaser for any cheque paid with respect to any deposit payable pursuant to this Agreement or any extras or upgrades or the occupancy fee which is returned "N.S.F." or upon which a "Stop Payment" has been ordered and such administrative fee shall be paid within five (5) days of written demand therefore or as otherwise directed by the Vendor. In addition, the Purchaser shall pay any legal fees and disbursements charged by the Vendor's solicitors, plus applicable taxes, in connection with any such cheque which is returned N.S.F.

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or for which a Stop Payment has been ordered, as well as for the Purchaser's failure or delay in complying with the terms of this Agreement, which fees shall be paid forthwith upon demand by the Vendor or its solicitors.

In the event that the Purchaser desires to increase the amount to be paid to the Vendor's solicitor on the Occupancy Date at any time after the expiry of the initial ten (10) day statutory rescission period, or wishes to vary the manner in which the Purchaser has previously requested to take title to the Unit, or wishes to add or change any unit(s) being acquired from the Vendor, then the Purchaser agrees to pay to the Vendor's Solicitors, either on the Occupancy Date or the Closing Date, as determined by the Vendor, their legal fees in the amount of \$350.00 plus HST, per request, in order to implement any such change, but without there being any obligation whatsoever on the part of the Vendor to approve of, or to implement, any of the foregoing changes so requested.

The interest component of the monthly occupancy fee shall be adjusted on the Closing Date for any discrepancy between the interest rate employed in the calculation of the monthly occupancy fee and that actually payable pursuant to paragraph 5(a) hereof. In addition, on the Closing Date, the Purchaser and the Vendor covenant and agree to deliver mutual undertakings to readjust the realty tax component of the monthly occupancy fees paid, as soon as the final realty tax bill in respect of the Unit (including all supplementary assessments with respect thereto covering the period of time from the Occupancy Date to the Closing Date) has been determined or issued by the tax department of the Municipality, so as to accord with the amount actually assessed against the Unit.

Notwithstanding any other provision contained in this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include any HST exigible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement, or any extras or upgrades purchased, ordered or chosen by the Purchaser from the Vendor which are not specifically set forth in this Agreement, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the Excise Tax Act.

16. Management of the Condominium Project

The Vendor or a management company to be named by the Vendor shall manage the Condominium. The Vendor or the management company shall enter into a management agreement with the Corporation and the management fees, together with all proper common expenses incurred in connection with such management, shall be a common expense and will be included with the monthly maintenance charge.

17. Condominium Documents - Disclosure Statement

The Purchaser acknowledges receipt of the Disclosure Statement which has been delivered by the Vendor to the Purchaser in accordance with the provisions of the Act and the regulations passed thereunder, together with all other documents required to be delivered with the Disclosure Statement as required by the Act.

18. Modification of Condominium Documents

The Purchaser acknowledges and agrees that the Vendor may, from time to time in its sole discretion, due to site conditions or constraints, or for marketing considerations, or for any other legitimate reason, including without limitation any request or requirement of any of the governmental authorities or any request or requirement of the Vendor's architect or other design consultants:

- (i) change the Property's municipal address or numbering of the Unit (in terms of the unit number and/or level number ascribed to any one or more of the units comprising the Unit);
- (ii) change, vary or modify the plans and specifications pertaining to the Unit or the Condominium, or any portion thereof (including architectural, structural, engineering, landscaping, grading, mechanical, site servicing and/or other plans and specifications) from the plans and specifications existing at the inception of the project, or existing at the time that the Purchaser has entered into this Agreement, or as same may be illustrated in any sales brochure(s), model(s) in the sales office or otherwise, including without limitation, making any change to the total number of dwelling, parking and/or other ancillary units intended to be created within the Condominium, and/or any change to the total number of levels or floors within the Condominium, as well as any changes or alterations to the design, style, size and/or configuration of any dwelling or other ancillary units within the Condominium; and/or
- (iii) change, vary, or modify the number, size and location of any windows, column(s) and/or bulkhead(s) within or adjacent to (or comprising part of) the Unit, from the number, size and/or location of same as displayed or illustrated in any sales brochure(s), model(s) or floor plan(s) previously delivered or shown to the Purchaser, including the insertion or placement of any window(s), column(s) and/or bulkhead(s) in one or more locations within the Unit which have not been shown or illustrated in any sales brochure(s), model(s) or floor plan(s) previously delivered or shown to the Purchaser (regardless of the extent or impact thereof), as well as the removal of any window(s), column(s) and/or bulkhead(s) from any location(s) previously shown or illustrated in any sales brochure(s), model(s) in the sales office or otherwise;

and that the Purchaser shall have absolutely no claim or cause of action whatsoever against the Vendor or its sales representatives (whether based or founded in contract, tort or in equity) for any such changes, deletions, alterations or modifications, nor shall the Purchaser be entitled to any abatement or reduction in the Purchase Price whatsoever as a consequence thereof, nor any notice thereof (unless any such change, deletion, alteration or modification to the said plans and specifications is material in nature (as defined by the Act) and significantly affects the fundamental character, use or value of the Unit and/or the Condominium, in which case the Vendor shall be obliged to notify the Purchaser in writing of such change, deletion, alteration or modification as soon as reasonably possible after the Vendor proposes to implement same, or otherwise becomes aware of same), and where any such change, deletion, alteration or modification to the said plans and specifications is material in nature as set out in the Act, then the Purchaser's only recourse and remedy shall be the termination of this Agreement prior to the closing date (and specifically within 10 days after the Purchaser is notified or otherwise becomes aware of such material change), and the return of the Purchaser's deposit monies, together with interest accrued thereon at the rate prescribed by the Act.

19. Planning Act

This Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with by the Vendor on or before Closing.

20. Agreement not to be Registered

The Purchaser acknowledges that registration of this Agreement, a caution, a certificate of pending litigation or any other instrument of any kind whatsoever against title to the Unit or Condominium prior to closing, would obstruct mortgage advances and cause substantial damage to the Vendor. Therefore, the Purchaser covenants and agrees prior to closing, not to register this Agreement, a caution, a certificate of pending litigation or other instrument against title to the Unit or the Condominium, and further covenants and agrees not to give, register or permit to be registered any encumbrance against the Unit or sell or make any other disposition thereof until after Closing. In the event that this Agreement of Purchase and Sale, a caution, a certificate of pending litigation or any other instrument whatsoever is registered against or dealing with the title in contravention of this provision, the Purchaser shall be in default pursuant to the provisions of this Agreement and in addition to all other rights and remedies available to the Vendor, then the Purchaser hereby appoints the Vendor his true and lawful attorney for the purposes of removing the instrument from title including giving of any discharge, the lifting of any caution or the assignment of any rights pursuant to this Agreement, and the Purchaser shall bear all costs incurred by the Vendor in the pursuance of his function pursuant to this power of attorney.

21. Default

- (a) The Purchaser shall be deemed to be in default of this Agreement in each and every of the following events, namely:
- (i) upon the non-payment of all or any portion of any amount payable pursuant to this Agreement or any amount payable for extras or upgrades, on the date or within the time specified;
 - (ii) upon the breach of, or failure in the performance or observance of any covenant, term, agreement, restriction, stipulation or provision of this Agreement to be performed and/or observed by the Purchaser;
 - (iii) upon any lien, execution or encumbrance arising from any action or default whatsoever of the Purchaser being charged against or affecting the Unit or Condominium prior to successful completion of this transaction on the closing date; or
 - (iv) upon the Purchaser (and if the Purchaser is more than one person then any one of the Purchaser) makes any assignment for the benefit of creditors or is adjudged bankrupt or insolvent by any court of competent jurisdiction under any legislation then in force, or takes the benefit of any act that may be in force for bankrupt or insolvent debtors, or shall go into liquidation, either voluntary or under an order of a court of competent jurisdiction, or otherwise acknowledges its insolvency;

(b) If any default by the Purchaser occurs under this Agreement, the Vendor shall have the right, in addition to any other rights or remedies which the Vendor may have, to terminate this Agreement and forfeit all monies paid (including all deposits paid) together with any interest earned thereon and monies paid or payable for extras or upgrades ordered by the Purchaser, whether or not installed in the dwelling. The deposit and further deposit(s) are expressly deemed to be deposit monies only, and not partial payments. In the event the Vendor's solicitors are holding any of the deposits in trust pursuant to this Agreement, then in the event of a default by the Purchaser, the Vendor's solicitors are irrevocably authorized and directed to pay to the Vendor the said deposits together with any interest earned thereon, provided the Vendor has delivered to its solicitors a certificate of an officer of the Vendor, certifying that the Purchaser has committed a default pursuant to this Agreement that has not been remedied and that the Vendor has terminated this Agreement and that the Vendor is therefore entitled to the deposits and accrued interest, if any. Thereupon the Purchaser hereby releases the said solicitors from any obligation to hold the deposit monies, if any, in trust and shall not make any claim whatsoever against the said solicitors and the Purchaser hereby irrevocably authorizes and directs the said solicitors to deliver the said deposit monies and accrued interest, if any, to the Vendor pursuant to the foregoing. Without prejudice to the Vendor's rights as to forfeiture of monies paid as aforesaid and in addition thereto, the Vendor shall have the right to recover from the Purchaser all costs, losses and damages arising out of default on the part of the Purchaser pursuant to this Agreement including interest thereon from the date of demand at the rate of twenty percent (20%) per annum calculated daily, not in advance until paid. In the event this Agreement, in future, is amended for the benefit of the Purchaser and/or in order to induce the closing of the transaction by giving the Purchaser a credit or a reduction against the purchase price and the Purchaser fails to complete the transaction, all damages shall be assessed as if such amendment was not entered into.

(c) If the transaction is not completed for any reason whatsoever and notwithstanding refund or forfeiture of deposits, the Purchaser shall execute and deliver such documents affecting title to the Unit or Condominium or a release with respect to this Agreement or any agreement or document in a form designated by the Vendor, and in the event the Purchaser fails or neglects to execute such documents, the Purchaser hereby appoints and authorizes the Vendor, the Purchaser's true and lawful attorney to so execute the said documentation.

(d) It is understood and agreed that the rights contained in this section 21 on the part of the Vendor are in addition to any other rights (whether of a more onerous nature or not) which the Vendor may have at law, in equity, or under any other provisions of this Agreement, and the Vendor expressly has the right to exercise all or any one or more of the rights contained in this Agreement, or at law or in equity, without exercising at such time the remainder of such right or rights and without prejudice to the subsequent right of the Vendor to exercise any remaining right or rights at law, in equity or in this Agreement.

22. Agreement Not to Merge with Transfer

All of the covenants, warranties and obligations contained in this Agreement to be performed by the Purchaser shall survive the Closing of this transaction and shall remain in full force and effect notwithstanding the transfer of title to the Unit to the Purchaser. The Purchaser shall execute and deliver, when requested by the Vendor, one or more covenants incorporating the terms hereof.

23. Waiver

No provision of this Agreement may be waived by either party except in writing. The waiver of any of the provisions hereunder shall not affect the right of either party to enforce all other provisions not so waived.

24. Subordination of Agreement

The Purchaser agrees that this Agreement shall be subordinate to and postponed to any mortgages arranged by the Vendor and any advances thereunder from time to time, and to any easement, service agreement and other similar agreements made by the Vendor concerning the lands and also to the registration of all Condominium documents. The Purchaser agrees to do all acts necessary and execute and deliver all necessary documents, both before and after Closing, as may be reasonably required by the Vendor from time to time to give effect to this undertaking.

25. **Acceptance**

This Agreement by the Purchaser when accepted by the Vendor shall constitute a binding contract of purchase and sale.

26. **Time of Essence and No Representations etc.**

Time shall in all respects be strictly of the essence of this Agreement and no extension of time for any payment by the Purchaser or rectification of any breach of any agreement, stipulation, condition or restriction shall operate as a waiver of this provision with respect to any other payment or rectification of any other breach, except as specifically agreed upon in writing by the Vendor or the Purchaser, as the case may be.

The parties hereto agree that there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the Unit other than as expressed herein in writing.

In the event that the date for payment of any deposit required to be paid pursuant to this Agreement or the Occupancy Date or the Closing Date falls on a Saturday, Sunday or statutory holiday, then such date shall be automatically deemed to be amended to the next business day.

The Purchaser acknowledges that the new home industry is complex and that while sales agents are knowledgeable about most issues regarding the purchase and construction of a new home, they cannot be expected to know all aspects in detail. Accordingly, the Purchaser acknowledges that no representations have been made to the Purchaser upon which the Purchaser relies and which were essential to the Purchaser's decision to purchase this property, except as are set forth herein in writing.

27. **Preparation and Cost of Registering Documents**

The Transfer is to be prepared at the expense of the Vendor on the Vendor's standard form. If required by the Vendor, the Transfer may contain covenants on the part of the Purchaser to comply with the stipulations set out above, the covenants, conditions, provisions and restrictions set out in the Declaration and By-laws, and is to be executed by the Purchaser and prepared at the expense of the Vendor. The Transfer shall be registered forthwith on Closing at the Purchaser's expense. The Purchaser agrees to accept a transfer of the Unit from the registered owner of the Unit, as directed by the Vendor, and the Purchaser agrees to provide and execute and deliver on Closing, whatever indemnities, assurances and other documentation that may be required by the Vendor in order to transfer title as aforesaid. The Vendor shall have the option to collect the HST, if any, payable by the Purchaser on chattels which are involved in this transaction as a charge on Closing and the allocation of such chattels to be estimated, if necessary, by the Vendor.

28. **Tender**

Any tender of documents or money, or any notice to be given hereunder may be made upon the Vendor or the Purchaser or any party acting for the said Vendor or Purchaser and money may be tendered by negotiable cheque certified by a chartered bank or trust company carrying on business in the Province of Ontario.

The Purchaser agrees to attend at the appropriate Registry Office at noon on the Closing Date to complete this transaction unless an alternate time has been specifically agreed upon between the Vendor and Purchaser or their respective solicitors, in default of which attendance the Vendor shall be deemed to have affected a good and valid tender upon the Purchaser. On the Occupancy Date (provided that it is not also the Closing Date) the Purchaser shall deliver all required documents and funds to the offices of the Vendor's solicitors by 2:00 p.m. on that date, failing which the Purchaser shall be in default under this Agreement.

Keys will be released to the Purchaser at the construction site or the Registry Office or the Sales Office or the Head Office of the Vendor, as the Vendor in its absolute discretion determines, on the Occupancy Date after receipt of all required funds and documents, unless otherwise specifically agreed in writing between the Vendor and Purchaser. The Purchaser agrees that the Vendor's advice that keys are available for release to the Purchaser constitutes a valid tender of keys on the Purchaser.

On the Occupancy Date the Purchaser shall deliver to the Vendor a clear execution certificate in respect of the Purchaser's name and any person in whose favour the Purchaser has given its written direction to engross title, from the Land Titles Office where the Condominium is situate, and shall also provide the Vendor with such other information and documentation as may be required in order to enable the Vendor to obtain a clear execution certificate as aforesaid (or alternatively, to satisfy the Vendor's solicitor, in their sole discretion, that the Purchaser and any person in whose favour the Purchaser has given its written direction to engross title is/are not one and the same person as any particular execution debtor named in any given execution certificate).

Notwithstanding subparagraph 35(d) hereof, or any other term to the contrary herein, in the event the Purchaser or his/her solicitor advise the Vendor or its solicitor, on or before the Occupancy Date or the Closing Date, as applicable, that the Purchaser is unable or unwilling to complete the purchase or take occupancy, the Vendor is relieved of any obligation to make any formal tender upon the Purchaser or his/her solicitor and may exercise forthwith any and all of its rights and remedies provided for in this Agreement and at law.

29. **Gender and Number**

This Agreement and its acceptance are to be read with all changes of gender and number as may be required by the context.

30. **Successors and Assigns**

Except as expressly herein provided, the Parties hereto further agree that the covenants, agreements, provisos and conditions in this Agreement contained shall extend to and be binding upon and enure to the benefit of the parties hereto, and their respective heirs, executors, administrators, successors and permitted assigns. In the event that more than one party comprises the Purchaser herein, the obligations of such parties under this Agreement shall be joint and several, and the execution of a Colour Chart or any amendment to this Agreement by only one (1) party which comprises the Purchaser herein, shall bind all other parties comprising the Purchaser and each such party hereby grants a Power of Attorney to the other or others for any such purpose.

31. **Headings and Notice**

The headings to the clauses of this Agreement form no part of the Agreement but shall be deemed to be inserted for convenience of reference only. Any notice required to be given pursuant to the terms of this Agreement shall be deemed to have been properly given if it is in writing and is delivered by hand, e-mail, facsimile machine or by ordinary prepaid post to the attention of the Purchaser or to the Purchaser's solicitor to their respective addresses indicated herein or as may be advised from time to time in writing, or to the address of the Unit after the Occupancy Date, and to the Vendor at 1001-980 Yonge Street, Toronto, Ontario M4W 3V8, with a copy to the Vendor's solicitor at the address indicated in this Agreement or such other address as may from time to time be given by notice in accordance with the foregoing. Such notice shall be deemed to have been received on the day it was delivered by hand, e-mail or facsimile machine and upon the second day following posting. The Purchaser hereby agrees to immediately update the Vendor, by providing written notice of any change of the Purchaser's address, phone number, fax number and/or email address.

32. **Meaning of Words**

The meaning of the words and phrases used in this Agreement shall be as described in the Condominium Act, 1998, S.O. 1998, C.19, and any amendments thereto (herein referred to as the "Act") unless specifically amended herein.

33. **Applicable Law**

This Agreement of Purchase and Sale shall be governed by the laws of the Province of Ontario. In the event any one or more of the provisions of this Agreement or any portion or portions thereof are invalid or unenforceable, the same shall be deemed to be deleted herefrom and shall not be deemed to affect the enforceability or validity of the balance of this Agreement of Purchase and Sale.

34. **Electronic Registration**

If the electronic registration system (hereinafter referred to as the "Teraview Electronic Registration System" or "TERS") is operative at the applicable land registry office on the Closing Date, the following provisions shall prevail:

- (a) The Purchaser shall retain a solicitor who is both an authorized TERS user and in good standing with the Law Society of Upper Canada to represent the Purchaser for the closing. The Purchaser will authorize its solicitor to enter into a Document Registration Agreement on the Vendor's solicitors' standard form (the "Escrow Agreement"). The closing time and Release Deadline for the purposes of the Escrow Agreement shall be 5:00 p.m. on the closing date.
- (b) The Purchaser acknowledges that the delivery of documents and/or money may not occur contemporaneously with the registration of the Transfer/Deed of Land and may be delivered in escrow pursuant to the Escrow Agreement. In the event of electronic registration of documents, the Purchaser shall reimburse the Vendor on Closing for the additional legal costs incurred with respect to electronic registration.
- (c) If the closing of this transaction cannot be completed in escrow pursuant to the Escrow Agreement, the Purchaser's solicitor shall attend at the offices of the Vendor's solicitors or at the appropriate land registry office, as directed by the Vendor's solicitors and at such time as directed by the Vendor's solicitors in order to complete this transaction.
- (d) Paragraph 28 of this Schedule "X" is amended to provide that tender shall have been validly made by the Vendor when the "Completeness Signature" for the Transfer/Deed of Land has been electronically "signed" by the Vendor's solicitors on or before the closing date, and same shall be satisfactory evidence that the Vendor is ready, willing and able to complete the sale transaction and the Vendor shall be deemed to have effected a sufficient, good and valid tender upon the Purchaser.
- (e) The parties agree that the delivery of documents (other than documents to be registered) on the Closing Date may occur by facsimile transmission or similar system reproducing them, provided that all documents have been properly executed by the appropriate parties, save and except for such documents as may be specified by the Vendor's solicitors as requiring original copies to be delivered on the Closing Date. The person transmitting the documents shall also provide original documents to the recipient within two (2) business days of the later of (i) facsimile transmission of the documents, or (ii) a request for the original documents by the recipient.
- (f) At the option of the Vendor, the Purchaser agrees that the delivery of any documents not intended for registration on title to the Unit(s) may be delivered to the Purchaser by electronic transmission of electronically signed documents through the internet provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto. The Purchaser shall not require the delivery of originals of any such documents. The Purchaser shall reimburse the Vendor on closing for any additional legal costs incurred related to the electronic posting of documents in the amount of \$250.00, plus Applicable Taxes.
- (g) If the Purchaser's lawyer is unwilling or unable to complete this transaction via TERS, in accordance with the provisions contemplated under the Escrow Agreement, then said lawyer (or authorized agent thereof) shall be obligated to personally attend at the office of the Vendor's solicitor, at such time on the scheduled Closing Date as may be directed by the Vendor's solicitor or as mutually agreed upon, in order to complete this transaction via TERS utilizing the computer facilities in the Vendor's solicitor's office, and shall pay a fee as determined by the Vendor's solicitor, acting reasonably for the use of the Vendor's computer facilities.
- (h) Notwithstanding that all closing funds payable by the Purchaser (in accordance with the statement of adjustments) in connection with the final closing of this transaction must be provided by way of a certified cheque made payable to the Vendor's solicitors and be drawn upon (or issued by) a Canadian chartered bank or trust company, it is understood and agreed that at the Vendor's sole option and discretion, exercisable on written notice to the Purchaser's solicitor by the Vendor's solicitor at any time prior to the scheduled final closing date, the Purchaser and the Purchaser's solicitor shall be required to participate in (and shall correspondingly be obliged to comply with the procedures for transmitting all certified funds for closing this transaction in accordance with) the closing funds management service provided by Teranet Enterprises Inc. (hereinafter referred to as "Teranet"), provided however that in such case:

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- (a) the Vendor's solicitor shall receive written confirmation from Teranet (by fax or e-mail) of its receipt of all required closing funds from the Purchaser or the Purchaser's solicitor, prior to the Vendor's solicitor being obliged to release the transfer for electronic registration (and the Purchaser and the Purchaser's solicitor shall execute all requisite directions and/or authorizations to Teranet in order to implement and facilitate the foregoing); and
- (b) all fees charged by Teranet [together with all applicable bank charges for the wired transfer(s) of funds] that are otherwise payable or incurred by either or both of the Vendor and the Purchaser in connection with Teranet's closing funds management service, shall be fully borne and paid for solely by the Purchaser.

35. Notices/Acknowledgements

- (a) The Purchaser acknowledges that existing and/or future site plan agreements, section 37 agreements, development agreements and other agreements with the Municipality and other Governmental Authorities, affecting the real property may require the Vendor to provide the Purchaser with certain notices or warnings including, without limiting the generality of the foregoing, notices or warnings regarding the usage of the real property, environmental issues, noise levels from adjacent or nearby buildings, hospitals, plazas, roadways or otherwise, school transportation and related educational issues, the absence of door-to-door mail delivery, the location of mailboxes, the status of services and works in the condominium and in general, any other matter that may be deemed by the Municipality and/or Governmental Authorities to inhibit the enjoyment by the Purchaser of the real property. The Purchaser acknowledges and agrees that the Vendor may be unable at this time to provide the Purchaser with all such notices and warnings. On or before closing, the Purchaser shall forthwith execute upon request by the Vendor, acknowledgements or amendments to this Agreement containing the required notices and warning clauses. The Purchaser acknowledges and agrees that the Vendor may be unable to sell the real property to the Purchaser unless the Purchaser executes such acknowledgements or amendments as aforesaid. In the event that the Purchaser fails to execute such acknowledgements or amendments forthwith upon being requested to do so by the Vendor, the Vendor shall be entitled, at its sole option, to terminate this Agreement and upon such termination, all monies paid to the Vendor hereunder shall be forfeited to the Vendor and this Agreement shall be at an end, and the Purchaser shall not have any further rights hereunder.
- (b) The Purchaser expressly acknowledges that at the date of execution of this Agreement, draft plan and/or site plan approval pursuant to the provisions of the Planning Act, R.S.O. 1990 and/or Condominium Act, R.S.O. 1998 as either may be amended may not yet have been obtained with respect to the Condominium. The Purchaser further acknowledges that the draft conditions and any Development Agreements may contain warnings, and other provisions which are required to be included in agreements of purchase and sale for units in the Condominium. The Purchaser covenants and agrees to execute any and all documentation, including an amendment to this Agreement, as may be required by the Vendor, and in a form satisfactory to the Vendor, in order that the foregoing provisions shall be incorporated into this Agreement and acknowledged by the Purchaser.
- (c) The Purchaser acknowledges receipt of notice from the Vendor that the Vendor or related or associated corporations may develop other lands in the vicinity of the Condominium and may apply for zoning or rezoning thereof, and the Purchaser agrees and undertakes on behalf of themselves, their successors and assigns not to object or oppose any applications for the development, zoning, rezoning, amendment to the Official Plan or Secondary Plan or any similar applications and agrees that this paragraph may be pleaded as a bar to any objection thereof. The Purchaser covenants to include this clause in any conveyance, mortgage or disposition of the Unit and to assign the benefit of such covenant to the Vendor.
- (d) Without limiting the generality of the preceding subparagraph, the Purchaser is hereby advised that:
- (i) noise levels caused by the Condominium's emergency generator, mechanical rooms, mechanical and/or electrical equipment, the HVAC system, the Condominium's recreation facilities, Jefferson Side Road and neighbouring properties, all may occasionally cause noise and inconvenience to the residential occupants; and
 - (ii) as and when other residential units in the Condominium are being completed and/or moved into, excessive levels of noise, vibration, dust and/or debris are possible, and same may accordingly temporarily cause noise and inconvenience to the residential occupants.
- (e) The Vendor reserves the right to increase or decrease the final number of levels to be constructed within the Condominium as well as the final number of residential, parking and locker units intended to be created within the Condominium, as well as the right to alter the design, style, size and/or configuration of the residential units and commercial units ultimately comprised within the Condominium which have not yet been sold by the Vendor to any unit purchaser(s), all in the Vendor's sole discretion, and the Purchaser expressly acknowledges and agrees to the foregoing, provided that the final budget for the first year following registration of the Condominium is prepared in such a manner so that any such variance in the residential, parking and/or locker unit count will not affect in any material or substantial way, the percentages of common expenses and common interests allocated and attributable to the residential, parking and/or locker units sold by the Vendor to the Purchaser. Without limiting the generality of the foregoing, the Purchaser further acknowledges and agrees that one or more residential units situate adjacent to one another may be combined or amalgamated prior to the registration of the Condominium, in which case the common expenses and common interests attributable to such proposed former units will be incorporated into one figure or percentage in respect of the final combined unit, and the overall residential unit count of the Condominium will be varied and adjusted accordingly. None of the foregoing changes or revisions (if implemented) shall in any way be considered or construed as a material change to the disclosure statement prepared and delivered by the Vendor to the Purchaser in connection with this transaction.
- (f) The Purchaser hereby acknowledges and agrees that the Vendor cannot guarantee (and will not be responsible for) the arrangement of a suitable move-in time for purposes of accommodating the Purchaser's occupancy of the Unit on the Occupancy Date (or any acceleration or extension thereof as hereinbefore provided), and under no circumstances shall the Purchaser be entitled to any claim, refund, credit, reduction/abatement or set-off whatsoever against any portion of the Purchase Price, or against any portion of the common expenses or other adjustments with respect thereto (nor with respect to any portion of the monthly occupancy fees so paid or payable, if applicable) as a result of the service elevator not being available to accommodate the Purchaser moving into the Condominium on (or within any period of time after) the Occupancy Date (or any acceleration or extension thereof, as aforesaid).

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- (g) The Vendor's builder's risk and/or comprehensive liability insurance (effective prior to the registration of the Condominium), and the Condominium's master insurance policy (effective from and after the registration of the Condominium) will only cover the common elements and the standard unit and will not cover any betterments or improvements made to the standard unit, nor any furnishings or personal belongings of the Purchaser or other residents of the Unit, and accordingly the Purchaser should arrange for his or her own insurance coverage with respect to same, effective from and after the Occupancy Date, all at the Purchaser's sole cost and expense.
- (h) The Municipality does not require off-site snow removal. However, in the case of heavy snow falls the limited storage space available on the property may make it necessary to truck the snow off the site and the cost of same will be included in the common expense fees.
- (i) Purchasers are advised that the Vendor has no control over the development of lands adjacent to/or in proximity of the Condominium, and as such, notwithstanding any representations made to the Purchaser whether by a sales representative or in any marketing materials, the Vendor cannot guarantee that the Purchaser will have an unobstructed view from his or her Unit.
- (j) Each Residential Unit has conduit(s) for the provision of television, telephone and internet service. These services are to be paid for directly by the owner of the Unit.
- (k) Electricity, water and gas consumption in each Unit may be measured and invoiced by a submetering system installed and operated by a third party supplier (the "Supplier"). In such event each Unit owner shall receive and be responsible for payment of the invoice with respect to the electricity, water and gas consumption for his/her Unit, from the Occupancy Date forward. The Unit owner shall remit payment to the Supplier for electricity, water and gas consumption, separate from any other obligations the Unit owner has with respect to payment of common expenses as an owner within the condominium. The Unit owner will on either the Occupancy Date or the Closing Date, execute the Supplier's form of contract and pre-authorized payment form and will provide the Supplier with a security deposit if required by the Supplier.
- (l) Purchasers are advised that the Vendor may from time to time, in its sole and absolute discretion or as required by any Governmental Authority or construction requirements, change, vary or modify the plans, colours, materials, finishes, equipment, appliances, fixtures and specifications pertaining to the Condominium, the Residential Units Parking Units and/or Locker Units (all as defined in the Disclosure Statement) (including architectural, structural, mechanical, electrical or other plans, interior layout, height or rooms and interior spaces, unit numbering and level numbering) from the plans, colours, materials, finishes, equipment, appliances, fixtures and specifications existing at the time that the Purchaser entered into the Agreement of Purchase and Sale or as same may be illustrated in any sales brochures, models, representative view sets, photographs, illustrations or renderings, showroom displays, model suites, vignettes or otherwise, all without notice to or consent from the Purchaser. The Purchaser specifically acknowledges that he/she has not acquired the Unit based on the current layout, interior design, fixturing or furnishing of the display suite located in the Vendor's sales presentation centre. With respect to any aspect of construction, materials, finishes, colours, appliances, fixtures, equipment or dimensions, the Vendor shall have the right without notice to or consent from the Purchaser to make any changes to the plans and to substitutes materials, finishes, colours, appliances, fixtures, equipment or dimensions from those described in the Agreement of Purchase and Sale or in the plans and specifications associated therewith, provided that the substituted items are of equal or better quality, planning and construction. Purchasers are advised that the Agreement of Purchase and Sale contains provisions pursuant to which each Purchaser consents to any such changes, modifications and/or substitutions and agrees to complete the transaction of purchase and sale notwithstanding same.
- (m) Purchasers are advised that the acquisition of a dwelling unit does not entitle the Purchaser to acquire a Parking Unit or Locker Unit unless specifically set out on the front page of this Agreement of Purchase and Sale or by way of a separate addendum.
- (n) The Purchaser acknowledges that the Vendor has made no representation regarding the site lines and view from the Purchaser's Unit. In addition, purchasers are advised that other adjoining landowners may develop or redevelop their properties which may impact on the site lines and views from the Purchasers Unit.
- (o) The Purchaser acknowledges that, with the exception of the budget attached to the Disclosure Statement accompanying this Agreement, no representation or warranty has been made to the Purchaser by the Vendor or any of its agents, employees or representatives with respect to municipal taxes, utility costs or other expenses relating to the ownership or operation of the Unit. The Purchaser acknowledges that he shall be responsible for making his own inquiries to the appropriate municipal authorities or utilities in this regard.
- (p) The actual number of dwelling units in the Condominium may be amended as disclosed in various provisions of the Disclosure Statement. Consequently, the legal description and suite number which identifies a purchaser's dwelling unit on the front page of this Agreement of Purchase and Sale may be changed by the Vendor, in its sole and absolute discretion prior to final closing.
- (q) Purchasers are advised that as a result of uncertainty in the natural gas, hydro and water distribution markets, the Vendor's reasonable assumptions regarding such utility costs may be incorrect as a result of circumstances which are not capable of being accurately predicted as of the date of this Agreement and which are beyond the Vendor's control. Consequently, prior to registration of the Condominium, the projected costs for such utilities for the first year shall be updated to reflect market conditions as of the date of registration as an alternative (in the Vendor's sole discretion) to applying the inflation factor referenced in the Disclosure Statement. The Budget and common expenses applicable to each unit shall be revised accordingly. Purchasers specifically acknowledge and agree that any increase in utility costs from that which was originally represented in the Budget shall not be the responsibility of the Vendor, despite section 75 of the Condominium Act. Purchasers acknowledge that the possibility of an increase in utility costs has been properly disclosed and, consequently, any increase shall not constitute a material change to the Disclosure Statement and Budget. In addition, Purchasers agree that this acknowledgement may be pleaded by the Vendor as complete defence to any application or objection raised by Purchasers in this regard.
- (r) The Purchaser acknowledges and agrees that as a condition of closing, the Purchaser shall on either the Occupancy Date or the Closing Date, as determined by the Vendor, in its sole and absolute discretion, enter into or assume lease(s) (collectively the "Lease") for the use of the heating, ventilation and air-conditioning unit and ancillary devices and systems servicing his/her Unit ("HVAC Unit") and/or the lease of a hot water heater tank and ancillary devices ("Hot Water Tank"). The Purchaser further acknowledges and agrees that by entering into or assume the Lease, the Purchaser shall be fully responsible for all rental payments and other costs associated with the Lease, including any security deposit required under the Lease. The Purchaser acknowledges and agrees that in the event that the Purchaser sells or assigns his/her Unit, on the closing of that transaction, the

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Purchaser shall assign and the transferee shall assume all of the rights and obligations under the Lease. In addition, in the event that the Purchaser is in default of the Lease or does not assign or assume the Lease on its closing day, then the lessor under the Lease or its representative, accompanied by the property manager or another representative of the Condominium, may enter onto the common elements of the Condominium and enter into the Unit to remove the HVAC Unit at the Purchaser's sole cost and expense. Any costs incurred by the Condominium related to the removal of the HVAC Unit and/or the Hot Water Tank shall be the sole responsibility of the Purchaser and all such amounts shall be collected by the Condominium as if same were Common Expenses. This condition is inserted for the sole benefit of the Vendor and may be waived by the Vendor at any time prior to 6:00 pm on the Closing Date by providing notice to the Purchaser of the Vendor's intention to waive this condition.

- (s) The Purchaser acknowledges and agrees that the Vendor (and any of its authorized agents, representatives and/or contractors), as well as one or more authorized representatives of the Condominium, shall be permitted to enter the Unit after Closing, from time to time, in order to enable the Vendor to correct outstanding deficiencies or incomplete work for which the Vendor is responsible, and to enable the Condominium to inspect the condition or state of repair of the Unit and undertake or complete any requisite repairs thereto (which the owner of the Unit has failed to do) in accordance with the Act.
- (t) Vendor hereby specifically reserves to itself the right to lease any of the units that are not sold from time to time in the Condominium project in accordance with the terms of the registered Declaration and By-laws. This right of the Vendor shall apply to each and every unit in the Condominium project that is unsold from time to time and the Vendor hereby specifically declares that it intends to lease such unsold units as it may see fit. The Vendor may accept bona fide offers or options to purchase on leased units to close upon expiration of such a lease.
- (u) The Purchaser acknowledges that the location of mechanical, electrical, heating, air conditioning and other service installations, may or may not be shown on sales brochures and, in any event, such mechanical, electrical, heating, air conditioning and other service installations will be located in accordance with approved plans and/or good construction practices, which may result in among other things, bulk heads, reduction in closet sizes and other changes to the Unit, and the Purchaser hereby acknowledges and agrees that he or she shall correspondingly be obliged to accept the Unit in its delivered condition on Closing without any abatement or claim for compensation whatsoever.
- (v) The Purchaser acknowledges that the Vendor is not required to deliver "hard" or paper copies of the documentation pertaining to the Occupancy of the Unit or the conveyance of title to the Unit, draft or otherwise, to the Purchaser or the Purchaser's solicitor (the "Closing Documentation"). The Vendor or the Vendor's representatives may, at their option, deliver to the Purchaser or the Purchaser's solicitor any or all of the Closing Documentation by email and/or by website. If delivered by website, the Closing Documentation shall be made available for download on an internet website designated by the Vendor and access to such website shall be effected by way of a confidential password to be provided to the Purchaser and/or the Purchaser's solicitor. In the event the Vendor delivers or tenders closing documents required in connection with this transaction on the Occupancy Date and/or Closing Date by posting same on the world wide web, then the Purchaser shall reimburse the Vendor on the Closing Date for the costs incurred by the Vendor to utilize such web services for the Condominium and/or this transaction. In the event that any such fees are issued on a bulk basis, the Vendor shall have the right to apportion such costs to the Purchaser in accordance with his/her proportionate ownership interest in the Condominium as set out in Schedule D to the Declaration.
- (w) The Purchaser acknowledges that supply of electricity and natural gas and/or water to each residential unit may be individually metered (the "Unit Meter") for consumption within the residential unit and the Purchaser will be invoiced for such consumption and all service or administration charges relating thereto (the "Unit Invoices") either by one or more private corporations providing re-sale, meter reading, payment and invoicing services to the Corporation and Purchaser and/or by a water, natural gas or hydro-electricity service provider or re-seller (collectively the "Service Provider"). The Unit Invoices will include the costs of all water, natural gas and/or electrical power as well as heat and cooling services consumed by the residential unit as well as service charges based on per litre or gallon of water, cubic metre of gas consumed or BTU consumed, per kilowatt per hour electricity consumed and other administration charges applicable to the metering service (with the costs of electricity, natural gas and other service charges hereinafter collectively referred to as the "Unit Services"). The Purchaser shall be responsible to pay the Unit Invoices in respect of the Unit Services as and when same are due and payable and such amounts, after the registration of the Condominium, shall be in addition to the common expenses payable by the Purchaser and shall not be included in the said common expenses. The cost of such Unit Services shall constitute an additional charge and such payment will not be credited against such Purchaser's obligation to pay occupancy fees in respect of the Purchaser's occupation of the residential unit. In addition to the Unit Invoices, the Service Provider may oblige the Purchaser to provide and/or replenish a security deposit, from time to time, in respect of Unit Services and such security deposit may be collected by the Vendor on closing. In the event that the Purchaser fails to pay the Unit Invoices on the due date, the Service Provider shall have the right to use the security deposit to satisfy the Unit Invoices and/or the right to terminate the supply of the Unit Service to the residential unit, and not to commence supplying such Unit Services again unless and until the Purchaser provides or replenishes the security deposit and pays the Unit Invoices. The Purchaser covenants and agrees to execute, upon request, any metering/invoicing/leasing/service or utility supply agreement, or assumption of acknowledgment of same, as required by the Service Provider and/or Vendor.
- (x) In the event that the Vendor receives any rebate, credit, recovery, adjustment, discount or similar benefit from any party or parties in respect of any item that the Vendor is entitled to charge the Purchaser for in accordance with this, then the Vendor shall be entitled to retain any such rebate, credit, recovery, adjustment, discount or similar benefit for its own use and as its own property absolutely and shall not be obligated to credit or adjust with the Purchaser for any such rebate, credit, recovery, adjustment, discount or similar benefit.
- (y) For owners of Residential Units located in Block G of the Site Plan

Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the Municipality's and the Ministry of the Environment, Conservation and Parks' noise criteria.

This dwelling unit has been supplied with a central air conditioning system which will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of the Environment's, Conservation and Parks' noise criteria.

- (z) For owners of Residential Units located in Block H of the Site Plan

Purchasers/tenants are advised that sound levels due to increasing road traffic may occasionally interfere with some activities of the dwelling occupants as the sound levels exceed the Municipality's and the Ministry of the Environment, Conservation and Parks' noise criteria.

This dwelling unit has been fitted with a forced air heating system and the ducting, etc. was sized to accommodate central air conditioning. Installation of central air conditioning by the occupant will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the Municipality's and the Ministry of the Environment, Conservation and Parks' noise criteria. (Note: The location and installation of the outdoor air conditioning device should be done so as to comply with noise criteria of MOE Publication NPC-216, Residential Air Conditioning Devices and thus minimize the noise impacts both on and in the immediate vicinity of the subject property.)

36. **Harmonized Sales Taxes**

- (a) (i) The Purchase Price set out above includes the HST net of Rebates as provided for in this agreement, being hereinbefore defined as the Net HST, and the Purchase Price has been established on the basis that the Rebate or Rebates, as applicable, will be assigned to the Vendor, in addition to such Purchase Price. The current rate of HST is 13 percent and this is the rate that is applicable to this contract before netting out the Rebates from such HST. Purchasers are advised that the Purchase Price offered to the Purchaser has been calculated on the basis that the Purchaser shall qualify for and assign to and/or reimburse the Vendor the maximum Rebate based on the Purchase Price set out herein as adjusted, save and except as hereinafter set out to the contrary and this is what is meant in paragraph 2 when the Purchase Price is stipulated to be "inclusive of Harmonized Sales Taxes net of all Rebates". This can also be stated as (and with the Purchaser acknowledging and agreeing to) the HST being applicable to this agreement being calculated on the basis of the Purchase Price less the Net HST. Subject to section 36(d) herein, the Vendor covenants and agrees to credit the Purchaser on Closing with all Rebates to which the Purchaser is entitled, subject to the Purchaser assigning and/or transferring the Rebates to the Vendor and/or reimbursing the Vendor for such Rebates as hereinafter set out.
- (ii) If the rate of HST is increased or decreased or the percentage of calculation of the Rebate is amended, or the rate or thresholds in respect of the HST exemptions or rebate entitlement are changed between the date of this Agreement and the Occupancy Date or Closing Date, with the result that the net amount of the HST to be remitted by the Vendor increases, then the Purchaser shall pay the Vendor an amount on the Occupancy Date or Closing Date equal to such additional HST payable by the Vendor. A statutory declaration of any officer of the Vendor as to the alteration, increase amendment, etc., as hereinbefore set out shall be determinative in this regard.
- (iii) If the rate of the HST is reduced between the date of this agreement and the Occupancy Date and/or Closing Date but such reduction is for the benefit of the Purchaser and not the Vendor (the "HST Credit"), then the Purchaser hereby assigns all right, benefit and entitlement to such HST Credit and shall execute any and all forms, documents, assignments, etc., as required by the Vendor in this regard in the Vendor's absolute discretion. The Purchaser hereby irrevocably assigns to the Vendor all of the Purchaser's rights, interests and entitlements to the HST Credit (and concomitantly releases all of the Purchaser's claims to or interests in the HST Credit, to and in favour of the Vendor), and hereby irrevocably authorizes and directs CRA to pay or credit the HST Credit directly to the Vendor.
- (iv) The Purchaser covenants and warrants (which covenant and warranty shall survive the completion of this agreement) that it has not made any claim and will not make any claim for any Rebate or HST Credit in respect of the Unit.
- (v) Notwithstanding any other provision in this Agreement to the contrary, the Purchaser agrees that the Purchase Price for the Property, set out on page 1 of this Agreement, does not include HST on closing adjustments and amounts payable for Extras and/or upgrades purchased or ordered by the Purchaser (whether as part of this Agreement or otherwise) payable under this Agreement and that same are subject to HST on the Occupancy Date and/or Closing Date and that such HST shall be chargeable and payable by the Purchaser in addition to any other HST included in the Purchase Price. The Purchaser acknowledges and agrees that the HST payable in respect of such adjustments and/or Extras and/or upgrades shall be at the rate of HST otherwise applicable to this Agreement.
- (b) The Purchaser hereby irrevocably assigns to the Vendor all of the Purchaser's rights, interests and entitlements to the Rebate (and concomitantly releases all of the Purchaser's claims to or interests in the Rebate, to and in favour of the Vendor), and hereby irrevocably authorizes and directs CRA to pay or credit the Rebate directly to the Vendor. The Purchaser shall receive a credit on closing for such Rebate (provided to the extent he/she qualifies for same) if required by law in order for such Rebate to be assigned, transferred or reimbursed to the Vendor. The Purchaser represents and warrants that the Purchaser is acquiring the Property for his or his blood relative's primary place of residence within the meaning of the Excise Tax Act (Canada) or Income Tax Act (Canada) or any replacement statute and is entitled to the maximum amount of the Rebate applicable to purchase transactions of this nature at the Purchase Price set out in this Agreement. In the event that there are separate assignments and rebates of the provincial and/or federal portion of the HST with respect to this transaction, the Purchaser shall execute and deliver all applications, assignments, declarations, documents and/or other assurances (in the form required by the Vendor or the Government of Canada and/or the Province of Ontario) to the Vendor required to establish and assign all of his or her right, title and interest in the Rebate or any portion thereof. The Purchaser covenants and agrees that the Vendor shall have the right to determine whether the Purchaser qualifies for any Rebates and the Vendor's determination of such entitlement shall be final and binding. The Purchaser hereby covenants, warrants and/or represents to the Vendor, with respect to this transaction, that:
- (i) the Purchaser is a natural person who is acquiring the Property with the intention of being the sole beneficial owner thereof on the Closing Date (and not as the agent or trustee for or on behalf of any other party or parties),
- (ii) upon the Occupancy Date and continuing up to and including the Closing Date, the Purchaser or one or more of the Purchaser's blood relations, as determined in accordance with the Excise Tax Act (Canada) and Income Tax Act (Canada), shall personally occupy the Unit as his, her or their primary place of residence, for such period of time as

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RICHMOND HILL GRACE

shall be required by the applicable legislation in order to entitle the Purchaser to the Rebate (and the ultimate assignment thereof to and in favour of the Vendor) in respect of the Purchaser's acquisition of the Unit; and

- (iii) he or she has not claimed (and hereby covenants not to hereafter claim), for the Purchaser's own account, any part of the Rebate in connection with the Purchaser's acquisition of the Unit, save as otherwise hereinafter expressly provided or contemplated or permitted.
- (c) The Purchaser acknowledges and agrees that:
 - (i) the total consideration for the calculation of HST includes not only the Purchase Price but all other taxable supplies charged to the Purchaser pursuant to this Agreement or otherwise including without limitation, Extras, upgrades, applicable adjustments and/or reimbursements charged by the Vendor under this Agreement such as enrolment fees, connections fees, as well as any charge for development charge levies and education levies or other levies and charges, etc. (with such additional amounts hereinafter referred to as the "Additional Charges"), the costs of which the Vendor may charge to the Purchaser. The Additional Charges and applicable HST shall constitute part of the taxable supply with respect to the said transaction and shall be added to the Purchase Price to determine the total consideration upon which HST is calculated; and
 - (ii) any Extras or Additional Charge is part of the single supply of the home and for HST purposes constitutes a change in the price being paid for the home and for the purposes of HST shall be deemed to form part of the Purchase Price.
- (d) Notwithstanding anything to the contrary herein, if it is determined by the Vendor, in its sole, subjective, and absolute discretion, that the Purchaser is not entitled to the maximum permitted Rebate or any portion thereof (including any portion of same the Purchaser becomes disentitled to as a result of an increase in the total consideration payable hereunder as a result of any Additional Charges, Extras, etc., purchased or payable by the Purchaser), the Purchaser agrees to pay to the Vendor, in addition to any other amounts stipulated in this Agreement, the amount of the Rebate to which the Purchaser becomes disentitled, (which shall be paid on the Occupancy Date or Closing Date as a requirement of closing), and until so paid, such amount shall form a charge/vendor's lien against the Units and/or Property, which charge shall be recoverable by the Vendor in the same manner as a mortgage in default. The Purchaser covenants and agrees to indemnify and save the Vendor harmless from and against any loss, cost, damage and/or liability (including without limitation, legal fees and disbursements, and an amount equivalent to the Rebate, plus penalties and interest thereon) which the Vendor may suffer, incur or be charged with, as a result of the Purchaser's failure to qualify for the maximum permitted Rebate, or as a result of the Purchaser having qualified initially but being subsequently disentitled to the Rebate, or as a result of the inability to assign the benefit of the Rebate to the Vendor (or the ineffectiveness of the documents purporting to assign the benefit of the Rebate to the Vendor) and such amounts shall be deemed to comprise a Vendor's lien registrable on title to the Unit and/or Property.
- (e) The Purchaser covenants and agrees that in the event of any amendment, revival, novation, re-instatement of this agreement, acquisition of Extras or upgrades, or any other action of the Purchaser results in the Rebate or HST Credit not being assignable, in whole or in part, then the Purchaser shall pay to the Vendor on the Occupancy Date or Closing Date the amount of the Rebate or HST Credit which the Vendor does not receive or become entitled to.
- (f) The Purchaser covenants and agrees that any breach by it of the provisions as set out in these foregoing sections dealing with HST shall be deemed to be a fundamental breach by the Purchaser and the Vendor, in addition to (and without prejudice to) any other rights or remedies available to the Vendor (at law or in equity) may, at its sole option, unilaterally suspend all of the Purchaser's rights, benefits and privileges contained herein (including without limitation, the right to make colour and finish selections with respect to the Unit as hereinbefore provided or contemplated), and/or may unilaterally declare this Agreement and the Occupancy License to be terminated and of no further force or effect, whereupon all deposit monies theretofore paid, together with all monies paid for any extras or changes to the Unit, may be retained by the Vendor as its liquidated damages, and not as a penalty, in addition to (and without prejudice to) any other rights or remedies available to the Vendor at law or in equity.

37. **Size of Unit**

The Purchaser acknowledges that the location of mechanical and other service installations may or may not be shown on sales brochures and, in any event, such mechanical and other service installations will be located in accordance with approved plans and/or good construction practices, as determined by the Vendor in its sole and absolute discretion, which may result in room size reductions commensurate with the mechanical and other service installations being installed. The Purchaser acknowledges that the suite area of the Unit, as may be represented or referred to by the Vendor or any sales agent, or which appear in any sales material is approximate only, and is generally measured to the outside of all exterior, corridor and stairwell walls, and to the centre line of all party walls separating one unit from another. NOTE: For more information on the method of calculating the floor area of any unit, reference should be made to appropriate Builder Bulletin published by Tarion. Actual useable floor space may vary from any stated or represented floor area or gross floor area, and the extent of the actual or useable living space within the confines of the Unit may vary from any represented square footage or floor area measurement(s) made by or on behalf of the Vendor. In addition, the Purchaser is advised that the floor area measurements and supporting column and other wall sizes are generally calculated based on the middle floor of the Condominium building for each suite type, such that units on lower floors may have less floor space or larger supporting columns and other walls due to thicker structural members, while units on higher floors may have more floor space or thinner supporting columns and walls. Accordingly, the Purchaser hereby confirms and agrees that all details and dimensions of the Unit purchased hereunder are approximate only, and that in the event the dimensions or square footage of the Unit and/or dimensions or square footage of any room or area or structure within the Unit as measured in accordance with the appropriate Tarion Builder Bulletin are varied from those specified in this Agreement or as shown on any sales brochure, floor plan or other marketing documents, or any or all of the foregoing, the Purchaser agrees to accept all such variations without notice and without claim for compensation or abatement in the purchase price and this Agreement shall be read with all amendments required thereby. The Purchaser further acknowledges that the ceiling height of the Unit is measured from the upper surface of the concrete floor slab (or subfloor) to the underside surface of the concrete ceiling slab (or joists). However, where ceiling bulkheads are installed within the Unit, and/or where dropped ceilings are required, then the ceiling height of the Unit will be less than that represented, and the Purchaser shall correspondingly be obliged to accept the same without any abatement or claim for compensation whatsoever.

38. **Deposit Receipt**

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The Purchaser hereby irrevocably constitutes and appoints the Vendor to be and act as their lawful attorney, pursuant to the provisions of the Powers of Attorney Act, R.S.O. 1990 as amended from time to time, in the Purchaser's name, place and stead, in order to execute the deposit receipt issued pursuant to Tarion and the regulations thereunder as may be amended from time to time, and any excess condominium deposit insurance policy (and related documents) issued by any insurer or bonding company providing prescribed security for the Purchaser's deposit monies pursuant to the Act if, in fact, same is procured by the Vendor. In accordance with the provisions of the Powers of Attorney Act, R.S.O. 1990 as amended, the Purchaser hereby confirms and agrees that this power of attorney may be exercised by the Vendor during any subsequent legal incapacity of the Purchaser.

39. **Deposits**

All deposits paid by the Purchaser shall be held by the Vendor's solicitors in accordance with the Act and shall be released only in accordance with the provisions of section 81 of the Act and the regulations thereto, as amended. The Purchaser acknowledges and agrees that for the purposes of subsection 81(6) of the Act, compliance with the requirement to provide written evidence in the form prescribed by the Act of payment of monies by or on behalf of the Purchaser on account of the purchase price of the Unit shall be deemed to have been sufficiently made by delivery of such written evidence to the address of the Purchaser noted on the front page of this Agreement to which this Schedule is attached. The Purchaser further acknowledges and agrees that any deposit cheques provided to the Vendor upon execution of this Agreement will not be deposited and accordingly interest as prescribed by the Act will not accrue thereon until after the expiry of the ten (10) day rescission period as provided for in Section 73 of the Act (or any extension thereof as may be agreed to in writing by the Vendor). The Purchaser agrees to pay to the Vendor on the Occupancy Date or Closing the Vendor's solicitors charges for each evidence of compliance delivered to the Purchaser or its solicitors, pursuant to subsection 81(6) of the Act. The Purchaser represents and warrants that the Purchaser is not a non-resident of Canada within the meaning of the Income Tax Act of Canada ("ITA"). If the Purchaser is not a resident of Canada for the purposes of the ITA, the Vendor shall be entitled to withhold and remit to Revenue Canada, the appropriate amount of interest payable to the Purchaser on account of the deposits paid hereunder, under the ITA. Notwithstanding anything to the contrary herein, the Vendor shall be permitted to transfer deposit funds from one solicitors trust account to another solicitors trust account, in its sole discretion. Upon the transfer of any such deposit funds the new solicitor shall provide the Purchaser with notice that such deposit funds have been transferred.

40. **Powers of Attorney**

If any documents required to be executed and delivered by the Purchaser to the Vendor are, in fact, executed by a third party appointed as the attorney for the Purchaser, then the power of attorney appointing such person must be registered in the applicable Land Titles office, and a duplicate registered copy thereof (together with a statutory declaration sworn by the Purchaser's solicitor unequivocally confirming, without any qualification whatsoever, that said power of attorney has not been revoked) shall be delivered to the Vendor along with such documents.

41. **Purchaser's Consent To The Collection And Limited Use Of Personal Information**

For the purposes of facilitating compliance with the provisions of any applicable Federal and/or Provincial privacy legislation (including without limitation, the Personal Information Protection and Electronic Documents Act S.C. 2000, as amended), the Purchaser hereby consents to the Vendor's collection and use of the Purchaser's personal information necessary and sufficient to enable the Vendor to proceed with the Purchaser's purchase of the Unit, including without limitation, the Purchaser's name, home address, e-mail address, telefax/telephone number, age, date of birth, and in respect of marital status only for the limited purposes described in subparagraphs (c), (d), (h), (i) and (j) below, and in respect of residency status, and social insurance number only for the limited purpose described in subparagraph (i) and (j) below, as well as the Purchaser's financial information and desired suite design(s) and colour/finish selections, in connection with the completion of this transaction and for post-closing and after-sales customer care purposes, and to the disclosure and/or distribution of any or all of such personal information to the following entities, on the express understanding and agreement that the Vendor shall not sell or otherwise provide or distribute such personal information to anyone other than the following entities, namely to:

- a) any companies or legal entities that are associated with, related to or affiliated with the Vendor, as well as other future condominium declarants that are likewise associated with, related to or affiliated with the Vendor (or with the Vendor's parent/holding company) and are developing one or more other condominium projects or communities that may be of interest to the Purchaser or members of the Purchaser's family, for the limited purposes of marketing, advertising and/or selling various products and/or services to the Purchaser and/or members of the Purchaser's family;
- b) one or more third party data processing companies which handle or process marketing campaigns on behalf of the Vendor or other companies that are associated with, related to or affiliated with the Vendor, and who may send (by e-mail or other means) promotional literature/brochures about new condominiums and/or related services to the Purchaser and/or members of the Purchaser's family;
- c) any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family;
- d) any private lender(s) or financial institution(s) or their assignee or successor, providing (or wishing to provide) financing, or mortgage financing, banking and/or other financial or related services to the Vendor, the Tarion Warranty Corporation and/or any warranty bond provider and/or excess condominium deposit insurer, required in connection with the development and/or construction financing of the Condominium;
- e) any insurance companies providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof) and/or the common elements of the Condominium, including without limitation, any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction;
- f) any trades/suppliers or sub-trades/suppliers, who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Unit and the installation of any extras or upgrades ordered or requested by the Purchaser;
- g) one or more providers of cable television, cable communication, internet service, telephone, telecommunication, security alarm

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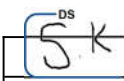
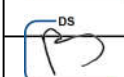
RICHMOND HILL GRACE

systems, hydro-electricity, chilled water/hot water, gas and/or other similar or related services to the Property (or any portion thereof) and/or the Condominium, unless the Purchaser advises the Vendor in writing not to provide such personal information to any such entity;

- h) any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Condominium is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and Canada Revenue Agency (i.e. with respect to HST);
- i) Canada Revenue Agency, to whose attention the appropriate interest income tax information return and/or the non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(l)(b)(ii) of The Income Tax Act R.S.C. 1985, as amended, or for the benefit of the Vendor or its related or parent company where the Purchaser has agreed to provide financial information to the Vendor to confirm the Purchaser's ability to complete the transaction contemplated by the agreement of purchase and sale, including the Purchaser's ability to obtain sufficient mortgage financing;
- j) the Vendor's solicitors, to facilitate the interim occupancy and/or final closing of this transaction, including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation;
- k) the condominium corporation, for purposes of facilitating the completion of the corporation's voting, leasing and/or other relevant records, and to the condominium's property manager for the purposes of facilitating the issuance of notices, the collection of common expenses and/or implementing other condominium management/administration functions;
- l) the Vendor's accountants and/or auditors who will prepare the Vendor's regular financial statements and audits; and
- m) any person, where the Purchaser further consents to such disclosure or disclosures required by-law.

42. Purchaser Selling or Assigning

This Agreement is not assignable or transferable in any manner whatsoever by the Purchaser, and the Purchaser covenants not to offer, list or advertise for sale, lease or transfer the Unit, nor to sell, lease, assign or transfer his interest under this Agreement (or in the Unit) until after acquisition of title to the Unit on the Unit Transfer Date. The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is (or shall be) incapable of rectification, and accordingly the Purchaser acknowledges and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement (and the Occupancy Agreement) effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequence of termination by reason of the Purchaser's default, shall apply. At any time prior to the Unit Transfer Date, the Vendor shall be permitted to assign this Agreement to any party registered as a Vendor pursuant to the Warranty Act, and upon notification of assumption of this Agreement and such assignment to the Purchaser, the Vendor shall be automatically released from all obligations arising pursuant to this Agreement and the assignee shall continue from the date of such assignment as the Vendor as if it had been the original party to this Agreement.

Purchaser's Initials	
Purchaser's Initials	
Vendor's Initials	

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SCHEDULE "A"

FEATURES & FINISHES LIST

QUALITY EXTERIOR CONSTRUCTION

- Grand Grace's custom designed elevations by SRN Architects. Inspired exteriors which include genuine clay brick, fabricated stone, stucco, detail, pre-cast sills, and covered porches and balconies where applicable (as per plan)
- House siting and exterior colour will be architecturally coordinated for a harmonious streetscape in conformance with applicable zoning and architectural control guidelines
- Terraced Roof Tops with Slatted Decking & 20 year membrane warranty, Aluminum soffits, eavestrough, fascia, downspouts
- Entire lot sodded except paved areas

DISTINGUISHED EXTERIORS

- Elegant 96" and 80" high entry door (as per plan)
- Maintenance-free, energy-efficient windows
- Natural gas BBQ lines and water/drain to rooftop terrace
- Exterior electrical outlets at entry door and rooftop terrace
- Exterior lights at front door, balcony, and rooftop terrace
- Steps to community parkette

HOME COMFORT SYSTEMS

- Forced Air Combo Heating System.
- Central Air Conditioning Unit, location to be determined by Vendor.
- Heat Recovery Ventilator (HRV)
- Energy Saving Programable Thermostat.
- Flow through style humidifier to assist with balancing humidity levels.
- High efficiency gas operated power vented tankless hot water heater (rental unit) (Purchaser to sign rental agreement prior to possession)
- 100-amp electrical service breaker panel with copper wiring throughout in accordance with ESA and OBC requirement
- Automated smoke and carbon monoxide detectors (as per Ontario Building Code)
- Electric door chimes at front door
- White Decora light switches and electrical outlets throughout
- Ground fault interceptor protection in all bathrooms and powder room
- Polyethylene (PEX) water supplies, and ABS drains
- Pre-wiring rough-in for television cable, telephone and data including touchless lock and entry system

EXQUISITE INTERIOR FINISHES

- Patton Design Studio suites curated finishes with three designer colour selections
- Wide plank luxury vinyl flooring throughout, as per plan
- California Stipple ceilings throughout
- Smooth ceiling in the Kitchen and all Bathrooms
- 9' ceilings on living room/kitchen floors
- 8' ceilings on bedroom floors
- 80" hollow core interior doors
- 12" x 24" porcelain tile flooring in bathrooms
- 8" x 20 ceramic bath shower walls

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SCHEDULE "A"

FEATURES & FINISHES LIST

- 12" x 12" porcelain tile flooring in laundry
- Oak staircase on all levels (stained to match)
- Contemporary 3½" baseboard and 2¾" casings
- Brush nickel levered interior door hardware

GOURMET CHEF KITCHENS

- Contemporary European style flat slab wood grain vanity cabinetry
- Under cabinet LED puck lighting in kitchen
- Full height pantry storage cabinet with microwave shelf (except for model THST-07)
- Ceramic backsplash
- Contemporary ¾" thick Cesarstone countertops
- Generous undermount sink with high arc single lever faucet in polished chrome finish
- Electrical counter outlets for small appliances at counter level

BEAUTIFUL BATHROOMS

- Master Ensuite stand up shower features a glass shower enclosure with door and chrome trim frame, complete with water-resistant LED light
- Deep soaker tub/shower in main bathroom
- Polished Chrome accessories including towel bar or ring, toilet tissue holder, robe hook in all bathrooms
- Cesarstone countertops
- Undermount sink with single lever faucet
- Handheld showerhead with lower tab

LAUNDRY ROOM

- White laundry room appliance package includes full size front-loaded stackable washer & dryer, vented to exterior
- Hot and cold laundry connections and drain rough-in for washer in laundry area
- Separate electrical outlets for washer and dryer
- Dryer vent rough-in to exterior

ELECTRICAL AND CONVENIENCE

- Surface-mounted lights in all master bedroom and W.I.C.
- Switch outlet in master bedroom
- USB outlets in kitchen
- Preconnected lighting base for dining area and kitchen island

ALSO INCLUDES

- Engineered floor joist system with sub-flooring (to be screwed down, and all joints sanded as required)
- Laundry tub included on all models (as per plan)
- Two exterior water taps (one in the garage, one at the rear of the home)
- One exterior Gas connections
- Shut off valves for all sinks and toilets
- Duct work professionally cleaned

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SCHEDULE "A"

FEATURES & FINISHES LIST

HOMEOWNER WARRANTY PROTECTION

- Tarion Warranty Corporation New Home Warranty Protection One Year, Two Year and Seven Year warranty protection as per Tarion Construction Performance Guidelines
- Manufacturer's warranty on appliances

NOTES

- Finishing specifications are from the vendor's samples.
- Floors and specific finishes will depend on vendor's packages as selected. The purchaser may be requested to meet with the vendor or its representative to select certain colours and materials from the vendor's finish packages. The purchaser agrees to meet with the vendor for such purpose in accordance with the terms of the agreement.
- Colour, texture and appearance of features and finishes installed in the suite may vary from vendor's samples, as a result of normal manufacturing and installation processes
- All feature and finishes subject to change without notice E&OE

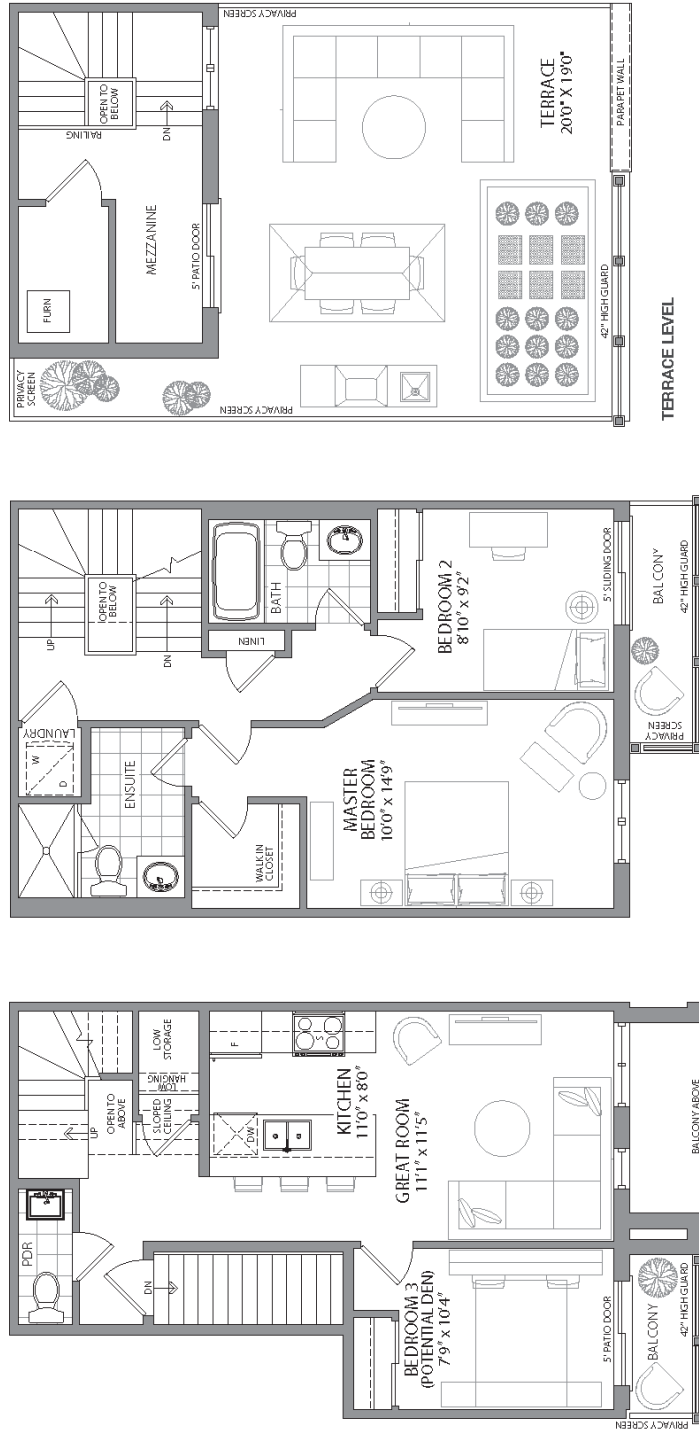
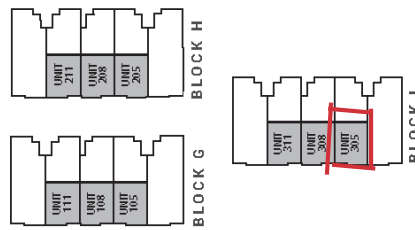
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RICHMOND HILL
GRACE

1,345 SQ.FT.
PLUS
TERRACE = 425 SQ.FT.
PATIO & BALCONY
70 SQ.FT.

THE
AZALEA
THST-07



THIRD LEVEL- UPPER

SECOND LEVEL - MAIN

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SIGNATURE _____

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Condominium Form
(Tentative Occupancy Date)

Suite	305
Unit	45
Level	2

Statement of Critical Dates

Delayed Occupancy Warranty

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. **The Vendor must complete all blanks set out below. Both the Vendor and Purchaser must sign this page.**

NOTE TO HOME BUYERS: Home buyers are encouraged to refer to the Home Construction Regulatory Authority's website www.hcraontario.ca to confirm a vendor's licence status prior to purchase as well as to review advice about buying a new home. Please visit Tarion's website: www.tarion.com for important information about all of Tarion's warranties including the Delayed Occupancy Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. The Warranty Information Sheet, which accompanies your purchase agreement and has important information, is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the occupancy of your home.

VENDOR Jefferson Properties Limited Partnership
Full Name(s)

PURCHASER Khawaja, Salman Khawar
Full Name(s)

1. Critical Dates

The **First Tentative Occupancy Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is:

the 30 day of January , 2023

The Vendor can delay Occupancy on one or more occasions by setting a subsequent **Tentative Occupancy Date**, in accordance with section 1 of the Addendum by giving proper written notice as set out in section 1.

By no later than 30 days after the Roof Assembly Date (as defined in section 12), with at least 90 days prior written notice, the Vendor shall set either (i) a **Final Tentative Occupancy Date**; or (ii) a **Firm Occupancy Date**.

For purchase agreements signed after the Roof Assembly Date, the First Tentative Occupancy Date is inapplicable and the Vendor shall instead elect and set either a Final Tentative Occupancy Date or Firm Occupancy Date.

or

the ____ day of _____, 20____.
Final Tentative Occupancy Date
the ____ day of _____, 20____.
Firm Occupancy Date

If the Vendor sets a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date, then the Vendor shall set a **Firm Occupancy Date** that is no later than 120 days after the Final Tentative Occupancy Date, with proper written notice as set out in section 1 below.

If the Vendor cannot provide Occupancy by the Firm Occupancy Date, then the Purchaser is entitled to delayed occupancy compensation (see section 7 of the Addendum) and the Vendor must set a Delayed Occupancy Date which cannot be later than the Outside Occupancy Date.

The **Outside Occupancy Date**, which is the latest date by which the Vendor agrees to provide Occupancy, is:

the 28 day of March , 2025

2. Notice Period for an Occupancy Delay

Changing an Occupancy date requires proper written notice. The Vendor, without the Purchaser's consent, may delay Occupancy one or more times in accordance with section 1 of the Addendum and no later than the Outside Occupancy Date. Notice of a delay beyond the First Tentative Occupancy Date must be given no later than:

(i.e., at least **90 days** before the First Tentative Occupancy Date), or else the First Tentative Occupancy Date automatically becomes the Firm Occupancy Date.

the 1 day of November , 2022

3. Purchaser's Termination Period

If the home is not complete by the Outside Occupancy Date, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the "**Purchaser's Termination Period**"), which period, unless extended by mutual agreement, will end on:

the 28 day of April , 2025 .

If the Purchaser terminates the transaction during the Purchaser's Termination Period, then the Purchaser is entitled to delayed occupancy compensation and to a full refund of all monies paid plus interest (see sections 7, 10 and 11 of the Addendum).

Note: Any time a Critical Date is set or changed as permitted in the Addendum, other Critical Dates may change as well. At any given time the parties must refer to: the most recent revised Statement of Critical Dates; or agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulas contained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 5 of the Addendum).

Acknowledged this day of _____, 2021 | 1:30:30 PM EDT
Vendor: [Signature]
805BA327A7794A1

DocuSigned by:
Purchaser: [Signature]
53E73EF2342E4AF...

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**Condominium Form
(Tentative Occupancy Date)****Addendum to Agreement of Purchase and Sale
Delayed Occupancy Warranty**

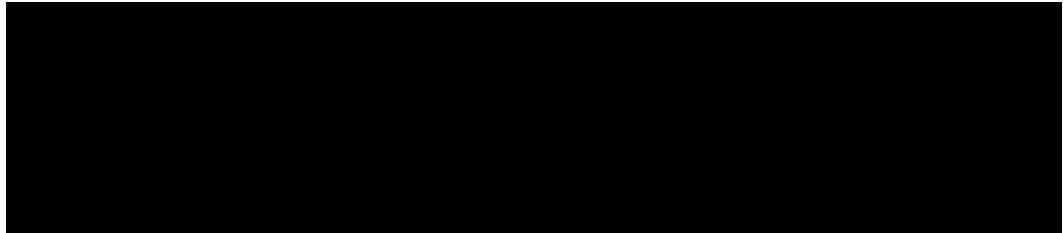
This addendum, including the accompanying Statement of Critical Dates (the "Addendum"), forms part of the agreement of purchase and sale (the "Purchase Agreement") between the Vendor and the Purchaser relating to the Property. This Addendum is to be used for a transaction where the home is a condominium unit (that is not a vacant land condominium unit). This Addendum contains important provisions that are part of the delayed occupancy warranty provided by the Vendor in accordance with the *Ontario New Home Warranties Plan Act* (the "ONHWP Act"). If there are any differences between the provisions in the Addendum and the Purchase Agreement, then the Addendum provisions shall prevail. **PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, THE PURCHASER SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR AMENDING AGREEMENT, THE ADDENDUM AND THE DELAYED OCCUPANCY WARRANTY.**

Tarion recommends that Purchasers register on Tarion's **MyHome** on-line portal and visit Tarion's website – **tarion.com**, to better understand their rights and obligations under the statutory warranties.

The Vendor shall complete all blanks set out below.

VENDOR	<u>Jefferson Properties Limited Partnership</u>		
	Full Name(s)		
	<u>48736</u>	<u>1001 – 980 Yonge Street</u>	
	HCRA Licence Number	Address	
	<u>(416) 706-8300</u>	<u>Toronto</u>	<u>Ontario</u> <u>M4W 3V8</u>
	Phone	City	Province Postal Code
	<u>N/A</u>	<u>customer@ollieswitch.com</u>	
	Fax	Email *	

PURCHASER	<u>Khawaja, Salman Khawar</u>
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**PROPERTY DESCRIPTION**

<u>51 Jefferson Side Road, 3 Bancroft Lane and 5 Bancroft Lane</u>		
Municipal Address		
<u>Richmond Hill</u>	<u>Ontario</u>	<u>L4E 3N5</u>
City	Province	Postal Code
<u>Part of Lots B and C, PPlan 1916 designated as Part 3, Plan 65R-37587</u>		
Short Legal Description		

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

- (a) The Vendor has obtained Formal Zoning Approval for the Building. ☒ Yes ☐ No
 If no, the Vendor shall give written notice to the Purchaser within 10 days after the date that Formal Zoning Approval for the Building is obtained.
- (b) Commencement of Construction: ☐ has occurred; or ☒ is expected to occur by the 1st day of April, 2021

The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

***Note:** Since important notices will be sent to this address, it is essential that you ensure that a reliable email address is provided and that your computer settings permit receipt of notices from the other party.

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**Condominium Form
(Tentative Occupancy Date)****SETTING AND CHANGING CRITICAL DATES****1. Setting Tentative Occupancy Dates and the Firm Occupancy Date**

- (a) **Completing Construction Without Delay:** The Vendor shall take all reasonable steps to complete construction of the Building subject to all prescribed requirements, to provide Occupancy of the home without delay, and, to register without delay the declaration and description in respect of the Building.
- (b) **First Tentative Occupancy Date:** The Vendor shall identify the First Tentative Occupancy Date in the Statement of Critical Dates attached to this Addendum at the time the Purchase Agreement is signed.
- (c) **Subsequent Tentative Occupancy Dates:** The Vendor may, in accordance with this section, extend the First Tentative Occupancy Date on one or more occasions, by setting a subsequent Tentative Occupancy Date. The Vendor shall give written notice of any subsequent Tentative Occupancy Date to the Purchaser at least 90 days before the existing Tentative Occupancy Date (which in this Addendum may include the First Tentative Occupancy Date), or else the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. A subsequent Tentative Occupancy Date can be any Business Day on or before the Outside Occupancy Date.
- (d) **Final Tentative Occupancy Date:** By no later than 30 days after the Roof Assembly Date, the Vendor shall by written notice to the Purchaser set either (i) a Final Tentative Occupancy Date; or (ii) a Firm Occupancy Date. If the Vendor does not do so, the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Vendor shall give written notice of the Final Tentative Occupancy Date or Firm Occupancy Date, as the case may be, to the Purchaser at least 90 days before the existing Tentative Occupancy Date, or else the existing Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Final Tentative Occupancy Date or Firm Occupancy Date, as the case may be, can be any Business Day on or before the Outside Occupancy Date. For new Purchase Agreements signed after the Roof Assembly Date, the Vendor shall insert in the Statement of Critical Dates of the Purchase Agreement either: a Final Tentative Occupancy Date; or a Firm Occupancy Date
- (e) **Firm Occupancy Date:** If the Vendor has set a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date then the Vendor shall set a Firm Occupancy Date that is no later than 120 days after the Final Tentative Occupancy Date. The Vendor shall give written notice of the Firm Occupancy Date to the Purchaser at least 90 days before the Final Tentative Occupancy Date, or else the Final Tentative Occupancy Date shall for all purposes be the Firm Occupancy Date. The Firm Occupancy Date can be any Business Day on or before the Outside Occupancy Date.
- (f) **Notice:** Any notice given by the Vendor under paragraph (c), (d) or (e) must set out the stipulated Critical Date, as applicable.

2. Changing the Firm Occupancy Date – Three Ways

- (a) The Firm Occupancy Date, once set or deemed to be set in accordance with section 1, can be changed only:
 - (i) by the Vendor setting a Delayed Occupancy Date in accordance with section 3;
 - (ii) by the mutual written agreement of the Vendor and Purchaser in accordance with section 4; or
 - (iii) as the result of an Unavoidable Delay of which proper written notice is given in accordance with section 5.
- (b) If a new Firm Occupancy Date is set in accordance with section 4 or 5, then the new date is the "Firm Occupancy Date" for all purposes in this Addendum.

3. Changing the Firm Occupancy Date – By Setting a Delayed Occupancy Date

- (a) If the Vendor cannot provide Occupancy on the Firm Occupancy Date and sections 4 and 5 do not apply, the Vendor shall select and give written notice to the Purchaser of a Delayed Occupancy Date in accordance with this section, and delayed occupancy compensation is payable in accordance with section 7.
- (b) The Delayed Occupancy Date may be any Business Day after the date the Purchaser receives written notice of the Delayed Occupancy Date but not later than the Outside Occupancy Date.
- (c) The Vendor shall give written notice to the Purchaser of the Delayed Occupancy Date as soon as the Vendor knows that it will be unable to provide Occupancy on the Firm Occupancy Date, and in any event at least 10 days before the Firm Occupancy Date, failing which delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date, in accordance with paragraph 7(c). If notice of a new Delayed Occupancy Date is not given by the Vendor before the Firm Occupancy Date, then the new Delayed Occupancy Date shall be deemed to be the date which is 90 days after the Firm Occupancy Date.
- (d) After the Delayed Occupancy Date is set, if the Vendor cannot provide Occupancy on the Delayed Occupancy Date, the Vendor shall select and give written notice to the Purchaser of a new Delayed Occupancy Date, unless the delay arises due to Unavoidable Delay under section 5 or is mutually agreed upon under section 4, in which case the requirements of those sections must be met. Paragraphs (b) and (c) above apply with respect to the setting of the new Delayed Occupancy Date.
- (e) Nothing in this section affects the right of the Purchaser or Vendor to terminate the Purchase Agreement on the bases set out in section 10.

4. Changing Critical Dates – By Mutual Agreement

- (a) This Addendum sets out a framework for setting, extending and/or accelerating Critical Dates, which cannot be altered contractually except as set out in this section 4. Any amendment not in accordance with this section is voidable at the option of the Purchaser. For greater certainty, this Addendum does not restrict any extensions of the Closing date (i.e., title transfer date) where Occupancy of the home has already been given to the Purchaser.

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**Condominium Form
(Tentative Occupancy Date)**

- (b) The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend any of the Critical Dates. Any amendment which accelerates or extends any of the Critical Dates must include the following provisions:
- (i) the Purchaser and Vendor agree that the amendment is entirely voluntary – the Purchaser has no obligation to sign the amendment and each understands that this purchase transaction will still be valid if the Purchaser does not sign this amendment;
 - (ii) the amendment includes a revised Statement of Critical Dates which replaces the previous Statement of Critical Dates;
 - (iii) the Purchaser acknowledges that the amendment may affect delayed occupancy compensation payable; and
 - (iv) if the change involves extending either the Firm Occupancy Date or the Delayed Occupancy Date, then the amending agreement shall:
 - i. disclose to the Purchaser that the signing of the amendment may result in the loss of delayed occupancy compensation as described in section 7;
 - ii. unless there is an express waiver of compensation, describe in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation; and
 - iii. contain a statement by the Purchaser that the Purchaser waives compensation or accepts the compensation referred to in clause ii above, in either case, in full satisfaction of any delayed occupancy compensation payable by the Vendor for the period up to the new Firm Occupancy Date or Delayed Occupancy Date.

If the Purchaser for his or her own purposes requests a change of the Firm Occupancy Date or the Delayed Occupancy Date, then subparagraphs (b)(i), (iii) and (iv) above shall not apply.

- (c) A Vendor is permitted to include a provision in the Purchase Agreement allowing the Vendor a one-time unilateral right to extend a Firm Occupancy Date or Delayed Occupancy Date, as the case may be, for one (1) Business Day to avoid the necessity of tender where a Purchaser is not ready to complete the transaction on the Firm Occupancy Date or Delayed Occupancy Date, as the case may be. Delayed occupancy compensation will not be payable for such period and the Vendor may not impose any penalty or interest charge upon the Purchaser with respect to such extension.
- (d) The Vendor and Purchaser may agree in the Purchase Agreement to any unilateral extension or acceleration rights that are for the benefit of the Purchaser.

5. Extending Dates – Due to Unavoidable Delay

- (a) If Unavoidable Delay occurs, the Vendor may extend Critical Dates by no more than the length of the Unavoidable Delay Period, without the approval of the Purchaser and without the requirement to pay delayed occupancy compensation in connection with the Unavoidable Delay, provided the requirements of this section are met.
- (b) If the Vendor wishes to extend Critical Dates on account of Unavoidable Delay, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, and an estimate of the duration of the delay. Once the Vendor knows or ought reasonably to know that an Unavoidable Delay has commenced, the Vendor shall provide written notice to the Purchaser by the earlier of: 20 days thereafter; and the next Critical Date.
- (c) As soon as reasonably possible, and no later than 20 days after the Vendor knows or ought reasonably to know that an Unavoidable Delay has concluded, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, identifying the date of its conclusion, and setting new Critical Dates. The new Critical Dates are calculated by adding to the then next Critical Date the number of days of the Unavoidable Delay Period (the other Critical Dates changing accordingly), provided that the Firm Occupancy Date or Delayed Occupancy Date, as the case may be, must be at least 10 days after the day of giving notice unless the parties agree otherwise. Either the Vendor or the Purchaser may request in writing an earlier Firm Occupancy Date or Delayed Occupancy Date, and the other party's consent to the earlier date shall not be unreasonably withheld.
- (d) If the Vendor fails to give written notice of the conclusion of the Unavoidable Delay in the manner required by paragraph (c) above, then the notice is ineffective, the existing Critical Dates are unchanged, and any delayed occupancy compensation payable under section 7 is payable from the existing Firm Occupancy Date.
- (e) Any notice setting new Critical Dates given by the Vendor under this section shall include an updated revised Statement of Critical Dates.

EARLY TERMINATION CONDITIONS**6. Early Termination Conditions**

- (a) The Vendor and Purchaser may include conditions in the Purchase Agreement that, if not satisfied, give rise to early termination of the Purchase Agreement, but only in the limited way described in this section.
- (b) The Vendor is not permitted to include any conditions in the Purchase Agreement other than: the types of Early Termination Conditions listed in Schedule A; and/or the conditions referred to in paragraphs (i), (j) and (k) below. Any other condition included in a Purchase Agreement for the benefit of the Vendor that is not expressly permitted under Schedule A or paragraphs (i), (j) and (k) below is deemed null and void and is not enforceable by the Vendor, but does not affect the validity of the balance of the Purchase Agreement.

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**Condominium Form
(Tentative Occupancy Date)**

- (c) The Vendor confirms that this Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), may result in the termination of the Purchase Agreement. ☐ Yes ☐ No
- (d) If the answer in (c) above is "Yes", then the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions and any such conditions set out in an appendix headed "Early Termination Conditions":

Condition #1 (if applicable)

Description of the Early Termination Condition:

See Appendix attached hereto.

The Approving Authority (as that term is defined in Schedule A) is: _____

The date by which Condition #1 is to be satisfied is the _____ day of _____, 20____.

Condition #2 (if applicable)

Description of the Early Termination Condition:

See Appendix attached hereto.

The Approving Authority (as that term is defined in Schedule A) is: _____

The date by which Condition #2 is to be satisfied is the _____ day of _____, 20____.

The date for satisfaction of any Early Termination Condition may be changed by mutual agreement provided in all cases it is set at least 90 days before the First Tentative Occupancy Date, and will be deemed to be 90 days before the First Tentative Occupancy Date if no date is specified or if the date specified is later than 90 days before the First Tentative Occupancy Date. This time limitation does not apply to the condition in subparagraph 1(b)(iv) of Schedule A which must be satisfied or waived by the Vendor within 60 days following the later of: (A) the signing of the Purchase Agreement; and (B) the satisfaction or waiver by the Purchaser of a Purchaser financing condition permitted under paragraph (k) below.

Note: The parties must add additional pages as an appendix to this Addendum if there are additional Early Termination Conditions.

- (e) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph (d) above and any appendix listing additional Early Termination Conditions.
- (f) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions identified in subparagraph (d) above.
- (g) For conditions under paragraph 1(a) of Schedule A the following applies:
- (i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;
 - (ii) the Vendor shall provide written notice not later than five (5) Business Days after the date specified for satisfaction of a condition that: (A) the condition has been satisfied; or (B) the condition has not been satisfied (together with reasonable details and backup materials) and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed not satisfied and the Purchase Agreement is terminated.
- (h) For conditions under paragraph 1(b) of Schedule A the following applies:
- (i) conditions in paragraph 1(b) of Schedule A may be waived by the Vendor;
 - (ii) the Vendor shall provide written notice on or before the date specified for satisfaction of the condition that: (A) the condition has been satisfied or waived; or (B) the condition has not been satisfied nor waived, and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed satisfied or waived and the Purchase Agreement will continue to be binding on both parties.
- (i) The Purchase Agreement may be conditional until Closing (transfer to the Purchaser of title to the home), upon compliance with the subdivision control provisions (section 50) of the *Planning Act* and, if applicable, registration of the declaration and description for the Building under the *Condominium Act, 1998*, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
- (j) The Purchaser is cautioned that there may be other conditions in the Purchase Agreement that allow the Vendor to terminate the Purchase Agreement due to the fault of the Purchaser.
- (k) The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (e.g., the sale of an existing dwelling, Purchaser financing or a basement walkout). The Purchase Agreement may specify that the Purchaser has a right to terminate the Purchase Agreement if any such condition is not met, and may set out the terms on which termination by the Purchaser may be effected.

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**Condominium Form
(Tentative Occupancy Date)****MAKING A COMPENSATION CLAIM****7. Delayed Occupancy Compensation**

- (a) The Vendor warrants to the Purchaser that, if Occupancy is delayed beyond the Firm Occupancy Date (other than by mutual agreement or as a result of Unavoidable Delay as permitted under sections 4 and 5), then the Vendor shall compensate the Purchaser up to a total amount of \$7,500, which amount includes: (i) payment to the Purchaser of a set amount of \$150 a day for living expenses for each day of delay until the Occupancy Date or the date of termination of the Purchase Agreement, as applicable under paragraph (b) below; and (ii) any other expenses (supported by receipts) incurred by the Purchaser due to the delay.
- (b) Delayed occupancy compensation is payable only if: (i) Occupancy and Closing occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraph 10(b) of this Addendum. Delayed occupancy compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Occupancy, or after termination of the Purchase Agreement, as the case may be, and otherwise in accordance with this Addendum. Compensation claims are subject to any further conditions set out in the ONHWP Act.
- (c) If the Vendor gives written notice of a Delayed Occupancy Date to the Purchaser less than 10 days before the Firm Occupancy Date, contrary to the requirements of paragraph 3(c), then delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date.
- (d) Living expenses are direct living costs such as for accommodation and meals. Receipts are not required in support of a claim for living expenses, as a set daily amount of \$150 per day is payable. The Purchaser must provide receipts in support of any claim for other delayed occupancy compensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed occupancy compensation in connection with a claim.
- (e) If delayed occupancy compensation is payable, the Purchaser may make a claim to the Vendor for that compensation after Occupancy or after termination of the Purchase Agreement, as the case may be, and shall include all receipts (apart from living expenses) which evidence any part of the Purchaser's claim. The Vendor shall assess the Purchaser's claim by determining the amount of delayed occupancy compensation payable based on the rules set out in section 7 and the receipts provided by the Purchaser, and the Vendor shall promptly provide that assessment information to the Purchaser. The Purchaser and the Vendor shall use reasonable efforts to settle the claim and when the claim is settled, the Vendor shall prepare an acknowledgement signed by both parties which:
 - (i) includes the Vendor's assessment of the delayed occupancy compensation payable;
 - (ii) describes in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation (the "Compensation"), if any; and
 - (iii) contains a statement by the Purchaser that the Purchaser accepts the Compensation in full satisfaction of any delayed occupancy compensation payable by the Vendor.
- (f) If the Vendor and Purchaser cannot agree as contemplated in paragraph 7(e), then to make a claim to Tarion the Purchaser must file a claim with Tarion in writing within one (1) year after Occupancy. A claim may also be made and the same rules apply if the sale transaction is terminated under paragraph 10(b), in which case, the deadline for a claim is one (1) year after termination.
- (g) If delayed occupancy compensation is payable, the Vendor shall either pay the compensation as soon as the proper amount is determined; or pay such amount with interest (at the prescribed rate as specified in subsection 19(1) of O.Reg. 48/01 of the *Condominium Act, 1998*), from the Occupancy Date to the date of Closing, such amount to be an adjustment to the balance due on the day of Closing.

8. Adjustments to Purchase Price

Only the items set out in Schedule B (or an amendment to Schedule B), shall be the subject of adjustment or change to the purchase price or the balance due on Closing. The Vendor agrees that it shall not charge as an adjustment or readjustment to the purchase price of the home, any reimbursement for a sum paid or payable by the Vendor to a third party unless the sum is ultimately paid to the third party either before or after Closing. If the Vendor charges an amount in contravention of the preceding sentence, the Vendor shall forthwith readjust with the Purchaser. This section shall not: restrict or prohibit payments for items disclosed in Part I of Schedule B which have a fixed fee; nor shall it restrict or prohibit the parties from agreeing on how to allocate as between them, any rebates, refunds or incentives provided by the federal government, a provincial or municipal government or an agency of any such government, before or after Closing.

MISCELLANEOUS**9. Ontario Building Code – Conditions of Occupancy**

- (a) On or before the Occupancy Date, the Vendor shall deliver to the Purchaser:
 - (i) an Occupancy Permit (as defined in paragraph (d)) for the home; or
 - (ii) if an Occupancy Permit is not required under the Building Code, a signed written confirmation by the Vendor that all conditions of occupancy under the Building Code have been fulfilled and Occupancy is permitted under the Building Code.

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**Condominium Form
(Tentative Occupancy Date)**

- (b) Notwithstanding the requirements of paragraph (a), to the extent that the Purchaser and the Vendor agree that the Purchaser shall be responsible for one or more prerequisites to obtaining permission for Occupancy under the Building Code, (the "Purchaser Occupancy Obligations"):
 - (i) the Purchaser shall not be entitled to delayed occupancy compensation if the reason for the delay is that the Purchaser Occupancy Obligations have not been completed;
 - (ii) the Vendor shall deliver to the Purchaser, upon fulfilling all prerequisites to obtaining permission for Occupancy under the Building Code (other than the Purchaser Occupancy Obligations), a signed written confirmation that the Vendor has fulfilled such prerequisites; and
 - (iii) if the Purchaser and Vendor have agreed that such prerequisites (other than the Purchaser Occupancy Obligations) are to be fulfilled prior to Occupancy, then the Vendor shall provide the signed written confirmation required by subparagraph (ii) on or before the Occupancy Date.
- (c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(ii), the Vendor shall set a Delayed Occupancy Date (or new Delayed Occupancy Date) on a date that the Vendor reasonably expects to have satisfied the requirements of paragraph (a) or subparagraph (b)(ii), as the case may be. In setting the Delayed Occupancy Date (or new Delayed Occupancy Date), the Vendor shall comply with the requirements of section 3, and delayed occupancy compensation shall be payable in accordance with section 7. Despite the foregoing, delayed occupancy compensation shall not be payable for a delay under this paragraph (c) if the inability to satisfy the requirements of subparagraph (b)(ii) is because the Purchaser has failed to satisfy the Purchaser Occupancy Obligations.
- (d) For the purposes of this section, an "Occupancy Permit" means any written or electronic document, however styled, whether final, provisional or temporary, provided by the chief building official (as defined in the *Building Code Act*) or a person designated by the chief building official, that evidences that permission to occupy the home under the Building Code has been granted.

10. Termination of the Purchase Agreement

- (a) The Vendor and the Purchaser may terminate the Purchase Agreement by mutual written agreement. Such written mutual agreement may specify how monies paid by the Purchaser, including deposit(s) and monies for upgrades and extras are to be allocated if not repaid in full.
- (b) If for any reason (other than breach of contract by the Purchaser) Occupancy has not been given to the Purchaser by the Outside Occupancy Date, then the Purchaser has 30 days to terminate the Purchase Agreement by written notice to the Vendor. If the Purchaser does not provide written notice of termination within such 30-day period, then the Purchase Agreement shall continue to be binding on both parties and the Delayed Occupancy Date shall be the date set under paragraph 3(c), regardless of whether such date is beyond the Outside Occupancy Date.
- (c) If: calendar dates for the applicable Critical Dates are not inserted in the Statement of Critical Dates; or if any date for Occupancy is expressed in the Purchase Agreement or in any other document to be subject to change depending upon the happening of an event (other than as permitted in this Addendum), then the Purchaser may terminate the Purchase Agreement by written notice to the Vendor.
- (d) The Purchase Agreement may be terminated in accordance with the provisions of section 6.
- (e) Nothing in this Addendum derogates from any right of termination that either the Purchaser or the Vendor may have at law or in equity on the basis of, for example, frustration of contract or fundamental breach of contract.
- (f) Except as permitted in this section, the Purchase Agreement may not be terminated by reason of the Vendor's delay in providing Occupancy alone.

11. Refund of Monies Paid on Termination

- (a) If the Purchase Agreement is terminated (other than as a result of breach of contract by the Purchaser), then unless there is agreement to the contrary under paragraph 10(a), the Vendor shall refund all monies paid by the Purchaser including deposit(s) and monies for upgrades and extras, within 10 days of such termination, with interest from the date each amount was paid to the Vendor to the date of refund to the Purchaser. The Purchaser cannot be compelled by the Vendor to execute a release of the Vendor as a prerequisite to obtaining the refund of monies payable as a result of termination of the Purchase Agreement under this paragraph, although the Purchaser may be required to sign a written acknowledgement confirming the amount of monies refunded and termination of the purchase transaction. Nothing in this Addendum prevents the Vendor and Purchaser from entering into such other termination agreement and/or release as may be agreed to by the parties.
- (b) The rate of interest payable on the Purchaser's monies shall be calculated in accordance with the *Condominium Act, 1998*.
- (c) Notwithstanding paragraphs (a) and (b) above, if either party initiates legal proceedings to contest termination of the Purchase Agreement or the refund of monies paid by the Purchaser, and obtains a legal determination, such amounts and interest shall be payable as determined in those proceedings.

12. Definitions

"Building" means the condominium building or buildings contemplated by the Purchase Agreement, in which the Property is located or is proposed to be located.

"Business Day" means any day other than: Saturday; Sunday; New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any special holiday proclaimed by the Governor General or the Lieutenant Governor; and where New Year's Day, Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday is

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**Condominium Form
(Tentative Occupancy Date)**

not a Business Day, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are not Business Days; and where Christmas Day falls on a Friday, the following Monday is not a Business Day.

"Closing" means completion of the sale of the home, including transfer of title to the home to the Purchaser.

"Commencement of Construction" means the commencement of construction of foundation components or elements (such as footings, rafts or piles) for the Building.

"Critical Dates" means the First Tentative Occupancy Date, any subsequent Tentative Occupancy Date, the Final Tentative Occupancy Date, the Firm Occupancy Date, the Delayed Occupancy Date, the Outside Occupancy Date and the last day of the Purchaser's Termination Period.

"Delayed Occupancy Date" means the date, set in accordance with section 3, on which the Vendor agrees to provide Occupancy, in the event the Vendor cannot provide Occupancy on the Firm Occupancy Date.

"Early Termination Conditions" means the types of conditions listed in Schedule A.

"Final Tentative Occupancy Date" means the last Tentative Occupancy Date that may be set in accordance with paragraph 1(d).

"Firm Occupancy Date" means the firm date on which the Vendor agrees to provide Occupancy as set in accordance with this Addendum.

"First Tentative Occupancy Date" means the date on which the Vendor, at the time of signing the Purchase Agreement, anticipates that the home will be complete and ready for Occupancy, as set out in the Statement of Critical Dates.

"Formal Zoning Approval" occurs when the zoning by-law required for the Building has been approved by all relevant governmental authorities having jurisdiction, and the period for appealing the approvals has elapsed and/or any appeals have been dismissed or the approval affirmed.

"Occupancy" means the right to use or occupy the home in accordance with the Purchase Agreement.

"Occupancy Date" means the date the Purchaser is given Occupancy.

"Outside Occupancy Date" means the latest date that the Vendor agrees to provide Occupancy to the Purchaser, as confirmed in the Statement of Critical Dates.

"Property" or "home" means the home being acquired by the Purchaser from the Vendor, and its interest in the related common elements.

"Purchaser's Termination Period" means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 10(b).

"Roof Assembly Date" means the date upon which the roof slab, or roof trusses and sheathing, as the case may be, are completed. For single units in a multi-unit block, whether or not vertically stacked, (e.g., townhouses or row houses), the roof refers to the roof of the block of homes unless the unit in question has a roof which is in all respects functionally independent from and not physically connected to any portion of the roof of any other unit(s), in which case the roof refers to the roof of the applicable unit. For multi-story, vertically stacked units, (e.g. typical high rise) roof refers to the roof of the Building.

"Statement of Critical Dates" means the Statement of Critical Dates attached to and forming part of this Addendum (in form to be determined by Tarion from time to time), and, if applicable, as amended in accordance with this Addendum.

"The ONHWP Act" means the *Ontario New Home Warranties Plan Act* including regulations, as amended from time to time.

"Unavoidable Delay" means an event which delays Occupancy which is a strike, fire, explosion, flood, act of God, civil insurrection, act of war, act of terrorism or pandemic, plus any period of delay directly caused by the event, which are beyond the reasonable control of the Vendor and are not caused or contributed to by the fault of the Vendor.

"Unavoidable Delay Period" means the number of days between the Purchaser's receipt of written notice of the commencement of the Unavoidable Delay, as required by paragraph 5(b), and the date on which the Unavoidable Delay concludes.

13. Addendum Prevails

The Addendum forms part of the Purchase Agreement. The Vendor and Purchaser agree that they shall not include any provision in the Purchase Agreement or any amendment to the Purchase Agreement or any other document (or indirectly do so through replacement of the Purchase Agreement) that derogates with or is inconsistent with the provisions of this Addendum, except where this Addendum expressly permits the parties to agree or consent to an alternative arrangement. The provisions of this Addendum prevail over any such provision.

14. Time Periods, and How Notice Must Be Sent

- (a) Any written notice required under this Addendum may be given personally or sent by email, fax, courier or registered mail to the Purchaser or the Vendor at the address/contact numbers identified on page 2 or replacement address/contact numbers as provided in paragraph (c) below. Notices may also be sent to the solicitor for each party if necessary contact information is provided, but notices in all events must be sent to the Purchaser and Vendor, as applicable. If email addresses are set out on page 2 of this Addendum, then the parties agree that notices may be sent by email to such addresses, subject to paragraph (c) below.
- (b) Written notice given by one of the means identified in paragraph (a) is deemed to be given and received: on the date of delivery or transmission, if given personally or sent by email or fax (or the next Business Day if the date of delivery or transmission is not a Business Day); on the second Business Day following the date of sending by courier; or on the fifth Business Day following the date of sending, if sent by registered mail. If a postal stoppage or interruption occurs, notices shall not be sent by registered mail, and any notice sent by registered mail within 5

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**Condominium Form
(Tentative Occupancy Date)**

- Business Days prior to the commencement of the postal stoppage or interruption must be re-sent by another means in order to be effective. For purposes of this section 14, Business Day includes Remembrance Day, if it falls on a day other than Saturday or Sunday, and Easter Monday.
- (c) If either party wishes to receive written notice under this Addendum at an address/contact number other than those identified on page 2 of this Addendum, then the party shall send written notice of the change of address, fax number, or email address to the other party in accordance with paragraph (b) above.
 - (d) Time periods within which or following which any act is to be done shall be calculated by excluding the day of delivery or transmission and including the day on which the period ends.
 - (e) Time periods shall be calculated using calendar days including Business Days but subject to paragraphs (f), (g) and (h) below.
 - (f) Where the time for making a claim under this Addendum expires on a day that is not a Business Day, the claim may be made on the next Business Day.
 - (g) Prior notice periods that begin on a day that is not a Business Day shall begin on the next earlier Business Day, except that notices may be sent and/or received on Remembrance Day, if it falls on a day other than Saturday or Sunday, or Easter Monday.
 - (h) Every Critical Date must occur on a Business Day. If the Vendor sets a Critical Date that occurs on a date other than a Business Day, the Critical Date is deemed to be the next Business Day.
 - (i) Words in the singular include the plural and words in the plural include the singular.
 - (j) Gender-specific terms include both sexes and include corporations.

15. Disputes Regarding Termination

- (a) The Vendor and Purchaser agree that disputes arising between them relating to termination of the Purchase Agreement under section 11 shall be submitted to arbitration in accordance with the *Arbitration Act, 1991* (Ontario) and subsection 17(4) of the ONHWP Act.
- (b) The parties agree that the arbitrator shall have the power and discretion on motion by the Vendor or Purchaser or any other interested party, or of the arbitrator's own motion, to consolidate multiple arbitration proceedings on the basis that they raise one or more common issues of fact or law that can more efficiently be addressed in a single proceeding. The arbitrator has the power and discretion to prescribe whatever procedures are useful or necessary to adjudicate the common issues in the consolidated proceedings in the most just and expeditious manner possible. The *Arbitration Act, 1991* (Ontario) applies to any consolidation of multiple arbitration proceedings.
- (c) The Vendor shall pay the costs of the arbitration proceedings and the Purchaser's reasonable legal expenses in connection with the proceedings unless the arbitrator for just cause orders otherwise.
- (d) The parties agree to cooperate so that the arbitration proceedings are conducted as expeditiously as possible, and agree that the arbitrator may impose such time limits or other procedural requirements, consistent with the requirements of the *Arbitration Act, 1991* (Ontario), as may be required to complete the proceedings as quickly as reasonably possible.
- (e) The arbitrator may grant any form of relief permitted by the *Arbitration Act, 1991* (Ontario), whether or not the arbitrator concludes that the Purchase Agreement may properly be terminated.

For more information please visit www.tarion.com

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**Condominium Form
(Tentative Occupancy Date)****SCHEDULE A****Types of Permitted Early Termination Conditions****1. The Vendor of a condominium home is permitted to make the Purchase Agreement conditional as follows:**

(a) upon receipt of Approval from an Approving Authority for:

- (i) a change to the official plan, other governmental development plan or zoning by-law (including a minor variance);
- (ii) a consent to creation of a lot(s) or part-lot(s);
- (iii) a certificate of water potability or other measure relating to domestic water supply to the home;
- (iv) a certificate of approval of septic system or other measure relating to waste disposal from the home;
- (v) completion of hard services for the property or surrounding area (i.e., roads, rail crossings, water lines, sewage lines, other utilities);
- (vi) allocation of domestic water or storm or sanitary sewage capacity;
- (vii) easements or similar rights serving the property or surrounding area;
- (viii) site plan agreements, density agreements, shared facilities agreements or other development agreements with Approving Authorities or nearby landowners, and/or any development Approvals required from an Approving Authority; and/or
- (ix) site plans, plans, elevations and/or specifications under architectural controls imposed by an Approving Authority.

The above-noted conditions are for the benefit of both the Vendor and the Purchaser and cannot be waived by either party.

(b) upon:

- (i) receipt by the Vendor of confirmation that sales of condominium dwelling units have exceeded a specified threshold by a specified date;
- (ii) receipt by the Vendor of confirmation that financing for the project on terms satisfactory to the Vendor has been arranged by a specified date;
- (iii) receipt of Approval from an Approving Authority for a basement walkout; and/or
- (iv) confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.

The above-noted conditions are for the benefit of the Vendor and may be waived by the Vendor in its sole discretion.

2. The following definitions apply in this Schedule:

"Approval" means an approval, consent or permission (in final form not subject to appeal) from an Approving Authority and may include completion of necessary agreements (i.e., site plan agreement) to allow lawful access to and use and occupancy of the property for its intended residential purpose.

"Approving Authority" means a government (federal, provincial or municipal), governmental agency, Crown corporation, or quasi-governmental authority (a privately operated organization exercising authority delegated by legislation or a government).

3. Each condition must:

- (a) be set out separately;
- (b) be reasonably specific as to the type of Approval which is needed for the transaction; and
- (c) identify the Approving Authority by reference to the level of government and/or the identity of the governmental agency, Crown corporation or quasi-governmental authority.

4. For greater certainty, the Vendor is not permitted to make the Purchase Agreement conditional upon:

- (a) receipt of a building permit;
- (b) receipt of an occupancy permit; and/or
- (c) completion of the home.

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**Condominium Form
(Tentative Occupancy Date)****SCHEDULE B****Adjustments to Purchase Price or Balance Due on Closing****PART I Stipulated Amounts/Adjustments**

1. Paragraph 15(b) of Schedule "X" of the Purchase Agreement: The Purchaser shall pay an amount equal to that estimated by the Vendor to be payable by the Purchaser for the Purchaser's Unit contribution towards the common expenses and/or reserve fund of the corporation for a period of up to two (2) months, which sum shall be paid directly to the Corporation on closing and credited by the Corporation to the Purchaser, for use by the Corporation as it deems reasonable.
2. Paragraph 15(f) of Schedule "X" of the Purchase Agreement: The Purchaser shall be responsible for a charge of three hundred (\$300.00) dollars plus HST for each Charge to be discharged by the Vendor.
3. Paragraph 15(o) of Schedule "X" of the Purchase Agreement: The Purchaser shall be responsible for the cost of providing a status certificate in the maximum amount allowed pursuant to the Act, which is \$100.00.
4. Paragraph 15(p) of Schedule "X" of the Purchase Agreement: The Purchaser shall be responsible for the Vendor's solicitors charges of \$65.00 plus HST for each evidence of compliance delivered to the Purchaser, or its solicitors, pursuant to subsection 81(6) of the Act.
5. Paragraph 15 of Schedule "X" of the Purchase Agreement: The Purchaser acknowledges and agrees that a three hundred and fifty dollar (\$350.00) administrative fee shall be charged to the Purchaser for any cheque paid with respect to any deposit payable pursuant to this Agreement or any extras or upgrades or the occupancy fee which is returned "N.S.F." or upon which a "Stop Payment" has been ordered and such administrative fee shall be paid within five (5) days of written demand therefore. In addition, the Purchaser shall pay any legal fees and disbursements charged by the Vendor's solicitors, plus applicable taxes, in connection with any such cheque which is returned N.S.F. or for which a Stop Payment has been ordered, as well as for the Purchaser's failure or delay in complying with the terms of this Agreement, which fees shall be paid forthwith upon demand by the Vendor or its solicitors.
6. Paragraph 15 of Schedule "X" of the Purchase Agreement: In the event that the Purchaser desires to increase the amount to be paid to the Vendor's solicitor on the Occupancy Date at any time after the expiry of the initial ten (10) day statutory rescission period, or wishes to vary the manner in which the Purchaser has previously requested to take title to the Unit, or wishes to add or change any unit(s) being acquired from the Vendor, then the Purchaser agrees to pay to the Vendor's Solicitors, either on the Occupancy Date or the Closing Date, as determined by the Vendor, their legal fees in the amount of \$350.00 plus HST, per request, in order to implement any such change, but without there being any obligation whatsoever on the part of the Vendor to approve of, or to implement, any of the foregoing changes so requested.
7. Paragraph 14 of Schedule "X" of the Purchase Agreement: In the event that the Purchaser elects to obtain title insurance through the Title Insurer (as defined in this section), the Purchaser and the Purchaser's solicitor shall not be required to perform some or all of the following due diligence thereby saving the Purchaser significant transaction costs: title search and review of title search; preparation of requisition letter; prepare, send out and review responses to clearance letters; execution searches against the Vendor; and corporate status searches. As a result of the foregoing and regardless of whether the Purchaser obtains title insurance through the Title Insurer, the Purchaser agrees to pay to the Vendor or its solicitors on the Closing Date an administration fee of three hundred dollars plus applicable taxes for enrolling the project with the Title Insurer and for preparing and delivering to the Purchaser's solicitor and Title Insurer a title advice statement.
8. Section 34(b) of Schedule "X" of the Purchase Agreement. The Purchaser shall reimburse the Vendor on Closing for the additional legal costs incurred with respect to electronic registration, which costs are \$200.00 plus HST.
9. Paragraph 15 (u) of Schedule X of the Purchase Agreement: The Purchaser shall pay a \$250.00, plus Applicable Taxes, administrative fee shall be charged to the Purchaser for (i) each deposit cheque in the possession of the Vendor's solicitors that the Vendor permits to be exchanged for a replacement cheque or deposited on a later date than the date indicated on the face of said cheque; or (ii) for any amendments executed by the Vendor at the request of the Purchaser, provided that the Vendor shall be under no obligation to execute or provide any requested amendments.
10. Paragraph 15 (v) of Schedule X of the Purchase Agreement: The Purchaser shall pay a \$250.00, plus Applicable Taxes, administrative fee shall be charged to the Purchaser for each sum that the Vendor permits to be paid to the Vendor's solicitor on account of the Purchase Price for the Unit by wire transfer or direct deposit. All payments by wire transfer or direct deposit shall be made in strict accordance with the provisions of the Vendor's solicitor's wire transfer and direct deposit form, which may be amended by the Vendor's solicitor from time to time. Without derogation from any other right or remedy of the Vendor, if such form is not complied with and a wire transfer or direct deposit is made on account of the Purchase Price, the Purchaser shall pay an additional adjustment of \$250.00, plus Applicable Taxes, as an administrative fee per occurrence.

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**Condominium Form
(Tentative Occupancy Date)****PART II All Other Adjustments – to be determined in accordance with the terms of the Purchase Agreement**

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing which will be determined after signing the Purchase Agreement, all in accordance with the terms of the Purchase Agreement.

1. Paragraphs 6 of Schedule "X" of the Purchase Agreement and any amendments or colour charts to be entered into: The Purchaser shall be responsible for the amounts related to any extras and upgrades to be installed within the Purchaser's Unit.
2. Paragraph 8(b) of Schedule "X" of the Purchase Agreement: Prior to the Occupancy Date, the Purchaser shall not be entitled to do or cause to be done any work, installation, improvement or alteration to the Unit or the common elements, in default of which, the Vendor shall have the right to either charge the Purchaser on the Occupancy Date or on the Closing Date, for all costs and expenses incurred by the Vendor in removing or rectifying all work done by the Purchaser, in such amounts as determined by the Vendor in its sole discretion or, at the Vendor's sole option, to terminate this Agreement and forfeit all deposit monies, together with any monies paid for extras, in full, in addition to and without prejudice to any other remedy available to the Vendor arising out of such default.
3. Paragraph 13(f) of Schedule "X" of the Purchase Agreement: In the event that this Agreement is terminated, the Purchaser shall forthwith vacate the Unit and the Purchaser shall pay to the Vendor the total cost, as estimated by the Vendor, of repairing any damage to the Unit caused by the Purchaser and removing any installation or decorations made by or on behalf of the Purchaser so that the Unit is put back into the same state as existed immediately prior to the Occupancy Date.
4. Paragraph 15(a) of Schedule "X" of the Purchase Agreement: The Purchaser shall be responsible for assessments prepaid or owing for contribution towards the common expenses, and/or reserve fund and/or the monthly occupancy fee.
5. Paragraph 15(c) of Schedule "X" of the Purchase Agreement: The Purchaser shall be responsible for unearned insurance premiums, and where such insurance is carried by the corporation, the Purchaser's Unit share of any unearned or accrued premiums determined by the Purchaser's proportionate contribution to the common expenses.
6. Paragraph 15(d) of Schedule "X" of the Purchase Agreement: The Purchaser shall be responsible for realty taxes (including local improvement rates) on the Unit, and at the Vendor's option, said realty taxes shall be estimated by the Vendor for the calendar year in which this transaction is completed and all or part of the next ensuing year, as determined by the Vendor, in its sole discretion, and shall be adjusted as if such sum had been paid by the Vendor notwithstanding that the same may not by the Closing Date have been levied or paid, subject, however, to readjustment upon the actual amount of said realty taxes being ascertained, and the Purchaser shall forthwith pay to the Vendor any balance owing to the Vendor upon receiving notice in writing thereof and the Vendor shall forthwith return to the Purchaser any balance owing to him. If realty taxes
7. Paragraph 15(e) of Schedule "X" of the Purchase Agreement: The Purchaser shall be responsible for any prepaid or current expense, such as gas, electricity, fuel, water, etc., which shall be adjusted by attributing to the Purchaser's Unit its share of such expenses, as determined by its common interest.
8. Paragraph 15(g) of Schedule "X" of the Purchase Agreement: The Purchaser shall be responsible for an amount representing interest on the balance of the Purchase Price calculated at the Vendor's borrowing rate from its principal banker from the Closing Date to and including the next following banking date.
9. Paragraph 15(h) of Schedule "X" of the Purchase Agreement: The Purchaser shall be responsible for any charges paid by the Vendor to a utility or service provider or supplier, including without limitation any charges for the installation, connection, energization, meter or meter installation of water, gas or hydro services, such charges being absolutely determined by a certificate signed on the part of the Vendor, as well as the cost of any check meters and ancillary devices and equipment related thereto and the cost of installation thereof. The Purchaser acknowledges and agrees that should any of the aforementioned charges be issued on a bulk basis, the Vendor shall have the right at its sole discretion, to apportion the cost of such charges to the Purchaser on a proportionate basis, based on the Purchaser's percentage interest in the common elements as set out in Schedule "D" to the Declaration.
10. Paragraph 15(i) of Schedule "X" of the Purchase Agreement: The Purchaser shall be responsible for any enrolment and/or regulatory fees paid by the Vendor for the Unit under, pursuant to or as a requirement or prerequisite of any governmental authority and any of the following: the Warranty Act, New Home Construction Licensing Act 2017, the Act, the Condominium Management Services Act, or by any of the regulators or authorities pursuant to any of the foregoing, including, without limitation, the Tarion Warranty Corporation, the Home Construction Regulatory Authority and/or the Condominium Authority of Ontario.
11. Paragraph 15(j) of Schedule "X" of the Purchase Agreement: The Purchaser shall be responsible for the real estate transaction levy surcharge charged by the Law Society and to be paid by the Vendor to its solicitors for this transaction.
12. Paragraph 15(k) of Schedule X of the Purchase Agreement: the amount of any increase after June 18, 2015 in any development charge(s) or levies and/or education development charge(s) or levies as well as the entire amount of all other levies, charges, obligations or assessments assessed against or attributable to the Units, Condominium and/or Property or any portion thereof pursuant to The Development Charges Act 1997, S.O. 1997, as amended from time to time, the Education Act S.O. 1997, as amended from time to time, the Planning Act, R.S.O., 1990 as amended from time to time, the Municipal Act, 2001, S.O. 2001, as amended from time to time, and/or pursuant to any other relevant legislation, regulation, policy or authority (collectively referred to as the "Levies" or individually as a "Levy"). The term Levies or Levy shall be owing for a period when the Condominium project was assessed and taxed as one structure and not as individual units, then the adjustment of realty taxes shall include an amount calculated to attribute a portion of such realty taxes owing on the Condominium project to the Unit based on its common interest. not include any "Transportation Levy" or "Parkland Levy" (all as hereinafter defined). The amount of the foregoing adjustment shall be determined by a certificate signed on the part of the Vendor which the Purchaser agrees to accept. The Purchaser acknowledges and agrees that should any of the Levies be issued on a bulk basis, the Vendor shall have the right in its sole discretion, to apportion the Levies to the Purchaser on a proportionate basis, based on either the Purchaser's percentage interest in the common elements as set out in Schedule "D" to the Declaration, or by dividing the total amount of Levies by the number of residential dwelling units in the Condominium and by charging the Purchaser in the statement of adjustments with that portion of the Levies.

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**Condominium Form
(Tentative Occupancy Date)****PART II All Other Adjustments to be determined in accordance with the terms of the Purchase Agreement**

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing which will be determined after signing the Purchase Agreement, all in accordance with the terms of the Purchase Agreement.

13. Paragraph 15(l) of Schedule X of the Purchase Agreement: the Purchaser shall reimburse the Vendor for the costs of any public art, planting, hard and soft landscaping, landscape furniture or other aesthetic or architectural treatment on the Condominium or Property or public lands adjacent or proximate thereto (the "Exterior Aesthetics") required by Governmental Authorities with respect to the development of the Condominium or lands in general. The amount of the foregoing adjustment shall be determined by a certificate signed on the part of the Vendor which the Purchaser agrees to accept. The Purchaser acknowledges and agrees that should the costs associated with the Exterior Aesthetics be issued on a bulk basis, the Vendor shall have the right in its sole discretion, to apportion the Exterior Aesthetics to the Purchaser on a proportionate basis, based on either the Purchaser's percentage interest in the common elements as set out in Schedule "D" to the Declaration, or by dividing the total amount of the costs associated with the Exterior Aesthetics by the number of residential dwelling units in the Condominium and by charging the Purchaser in the statement of adjustments with that portion of the costs associated with the Exterior Aesthetics.

14. Paragraph 15(m) of Schedule X of the Purchase Agreement: the Purchaser shall reimburse the Vendor for the entire amount of all other levies, charges, obligations or assessments assessed against or attributable to the Units or assessed against the Property or any portion thereof pursuant to or with respect to, or in connection with, any GO Transit, Metrolinx, York Region Transit or other transportation levies, charges, assessments or contributions, even if such costs are included in any Levy (the "Transportation Levy"). The Purchaser acknowledges and agrees that should the costs associated with the Transportation Levy be issued on a bulk basis, the Vendor shall have the right in its sole discretion, to apportion the Transportation Levy to the Purchaser on a proportionate basis, based on either the Purchaser's percentage interest in the common elements as set out in Schedule "D" to the Declaration, or by dividing the total amount of the costs associated with the Transportation Levy by the number of residential dwelling units in the Condominium and by charging the Purchaser in the statement of adjustments with that portion of the costs associated with the Transportation Levy.

15. Paragraph 15(n) of Schedule X of the Purchase Agreement: the Purchaser shall reimburse the Vendor for the entire amount of all levies, charges, obligations, costs or assessments assessed against, payable or attributable to the Units or against the Property or any portion thereof pursuant to or with respect to, or in connection with any parkland dedication or any cash in lieu payment or other parkland levies or similar levies, payments, charges, assessments or contributions, pursuant to the Planning Act, R.S.O., 1990 as amended from time to time and/or pursuant to any other relevant legislation, regulation, policy, or authority, and such costs shall be payable even if such costs are included in any Levy (the "Parkland Levy"). The Purchaser acknowledges and agrees that should the costs associated with the Parkland Levy be issued on a bulk basis, the Vendor shall have the right in its sole discretion, to apportion the Parkland Levy to the Purchaser on a proportionate basis, based on either the Purchaser's percentage interest in the common elements as set out in Schedule "D" to the Declaration, or by dividing the total amount of the costs associated with the Parkland Levy by the number of residential dwelling units in the Condominium and by charging the Purchaser in the statement of adjustments with that portion of the costs associated with the Parkland Levy.

16. Paragraph 15(q) of Schedule X of the Purchase Agreement: The Purchaser shall be solely responsible to pay to the Vendor, either on the Occupancy Date or on the Closing Date, an amount as determined by the Vendor in its unfettered discretion payable pursuant to any of the Development Agreements or other Agreements entered into with the Municipality, including but not limited to any agreements pursuant to section 37 of the Planning Act or any amendments thereto, and/or any by-law passed by the Council of the Municipality related to the Condominium, wherein such agreements or by-law require the payment, including but not limited to, the payment for any contributions for community improvement initiatives and/or the providing of any public art within the Condominium or in the vicinity thereof, or cash in lieu thereof. The amount of the foregoing adjustment shall be determined by a certificate signed on the part of the Vendor which the Purchaser agrees to accept. The Purchaser acknowledges and agrees that should any of the aforementioned payments or charges be issued on a bulk basis, the Vendor shall have the right in its sole discretion, to apportion the cost of such payments or charges to the Purchaser on a proportionate basis, based on either the Purchaser's percentage interest in the common elements as set out in Schedule "D" to the Declaration, or by dividing the total amount of such payments, charges and/or costs by the number of residential dwelling units in the Condominium and by charging the Purchaser in the statement of adjustments with that portion of the payments, charges and/or costs.

17. Paragraph 15(r) of Schedule X of the Purchase Agreement: The Purchaser shall be solely responsible to pay for any new taxes imposed on the Unit by the federal, provincial or municipal government or any increases to existing taxes currently imposed on the Unit by such government.

18. Paragraph 15(s) of Schedule X of the Purchase Agreement: In the event that there are any changes in the Ontario Building Code Act, the Building Code, the Fire Code, Electrical Code or any other building or construction code, legislation, regulation or requirement that affects the design and/or construction of the Unit, Property and/or Condominium and increases the cost of same to the Vendor or owner of the Property, or if the Municipality imposes any architectural, landscaping, site plan or other amendments to the Unit, Condominium or Property after the date of this agreement then the Purchaser agrees to reimburse the Vendor for such increased costs, either based on the direct costs applicable to the unit or on a proportionate share basis as determined by the Vendor. A certificate signed by an officer of the Vendor shall be final and binding with respect to such increased costs.

19. Paragraph 15 of Schedule X of the Purchase Agreement: The Purchaser acknowledges and agrees that a three hundred and fifty dollar (\$350.00) administrative fee shall be charged to the Purchaser for any cheque paid with respect to any deposit payable pursuant to this Agreement or any extras or upgrades or the occupancy fee which is returned "N.S.F." or upon which a "Stop Payment" has been ordered and such administrative fee shall be paid within five (5) days of written demand therefore. In addition, the Purchaser shall pay any legal fees and disbursements charged by the Vendor's solicitors, plus applicable taxes, in connection with any such cheque which is returned N.S.F. or for which a Stop Payment has been ordered, as well as for the Purchaser's failure or delay in complying with the terms of this Agreement, which fees shall be paid forthwith upon demand by the Vendor or its solicitors.

20. Paragraph 15 of Schedule X of the Purchase Agreement: The Purchaser shall be responsible for the interest component of the monthly occupancy fee shall be adjusted on the Closing Date for any discrepancy between the interest rate employed in the calculation of the monthly occupancy fee and that actually payable pursuant to paragraph 5(b) hereof.

21. Paragraph 15 of Schedule X of the Purchase Agreement: The Purchaser shall be responsible for any HST exigible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement, or any extras or upgrades purchased, ordered or chosen by the Purchaser from the Vendor.

22. Paragraph 15 of Schedule X of the Purchase Agreement: Any monies owing to the Vendor pursuant to such readjustment or as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser's obligations set out in this Agreement shall be payable upon written demand by the Vendor and shall bear interest from the date of written demand at the rate of twenty percent (20%) per annum, calculated daily, not in advance, and shall be a charge on the Unit until paid and such charge shall be enforced in the same manner as a mortgage in default.

23. Paragraph 15 of Schedule "X" of the Purchase Agreement: The Vendor shall be entitled to rebates issued or paid by any utility provider or by any entity supplying the various equipment to the Unit, even though such equipment may be of a rental/leased nature.

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**Condominium Form
(Tentative Occupancy Date)****PART II All Other Adjustments to be determined in accordance with the terms of the
Purchase Agreement**

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing which will be determined after signing the Purchase Agreement, all in accordance with the terms of the Purchase Agreement.

24. Paragraph 21(b) of Schedule X of the Purchase Agreement: Without prejudice to the Vendor's rights as to forfeiture of monies paid as aforesaid and in addition thereto, the Vendor shall have the right to recover from the Purchaser all costs, losses and damages arising out of default on the part of the Purchaser pursuant to this Agreement including interest thereon from the date of demand at the rate of twenty percent (20%) per annum calculated daily, not in advance until paid. In the event this Agreement, in future, is amended for the benefit of the Purchaser and/or in order to induce the closing of the transaction by giving the Purchaser a credit or a reduction against the purchase price and the Purchaser fails to complete the transaction, all damages shall be assessed as if such amendment was not entered into.

25. Paragraph 34(f) of Schedule X of the Purchase Agreement: The Purchaser shall reimburse the Vendor on closing for the additional legal costs incurred related to the electronic posting of documents in the amount of \$250.00, plus Applicable Taxes.

26. Paragraph 35(v) of Schedule X of the Purchase Agreement: In the event the Vendor delivers or tenders closing documents required in connection with this transaction on the Occupancy Date and/or Closing Date by posting same on the world wide web, then the Purchaser shall reimburse the Vendor on the Closing Date for the costs incurred by the Vendor to utilize such web services for the Condominium and/or this transaction. In the event that any such fees are issued on a bulk basis, the Vendor shall have the right to apportion such costs to the Purchaser in accordance with his/her proportionate ownership interest in the Condominium as set out in Schedule D to the Declaration.

27. Paragraph 36(a) of Schedule X of the Purchase Agreement: If the rate of HST is increased or decreased or the percentage of calculation of the Rebate is amended, or the rate or thresholds in respect of the HST exemptions or rebate entitlement are changed between the date of this Agreement and the Occupancy Date or Closing Date, with the result that the net amount of the HST to be remitted by the Vendor increases, then the Purchaser shall pay the Vendor an amount on the Occupancy Date or Closing Date equal to such additional HST payable by the Vendor.

28. Paragraph 36(a) of Schedule X of the Purchase Agreement: Notwithstanding any other provision in this Agreement to the contrary, the Purchaser agrees that the Purchase Price for the Property, set out on page 1 of this Agreement, does not include HST on closing adjustments and amounts payable for Extras and/or upgrades purchased or ordered by the Purchaser (whether as part of this Agreement or otherwise) payable under this Agreement and that same are subject to HST on the Occupancy Date and/or Closing Date and that such HST shall be chargeable and payable by the Purchaser in addition to any other HST included in the Purchase Price. The Purchaser acknowledges and agrees that the HST payable in respect of such adjustments and/or Extras and/or upgrades shall be at the rate of HST otherwise applicable to this Agreement.

29. Paragraph 36(d) of Schedule X of the Purchase Agreement: If it is determined by the Vendor that the Purchaser is not entitled to the maximum permitted Rebate or any portion thereof (including any portion of same the Purchaser becomes disentitled to as a result of an increase in the total consideration payable hereunder as a result of any Additional Charges, Extras, etc., purchased or payable by the Purchaser), the Purchaser agrees to pay to the Vendor, in addition to any other amounts stipulated in this Agreement, the amount of the Rebate to which the Purchaser becomes disentitled, (which shall be paid on the Occupancy Date or Closing Date as a requirement of closing), and until so paid, such amount shall form a charge/vendor's lien against the Units and/or Property, which charge shall be recoverable by the Vendor in the same manner as a mortgage in default.

30. Paragraph 36(e) of Schedule X of the Purchase Agreement: The Purchaser covenants and agrees that in the event of any amendment, revival, novation, re-instatement of this agreement, acquisition of Extras or upgrades, or any other action of the Purchaser results in the Rebate or HST Credit not being assignable, in whole or in part, then the Purchaser shall pay to the Vendor on the Occupancy Date or Closing Date the amount of the Rebate or HST Credit which the Vendor does not receive or become entitled to.

31. Paragraph 35(x) of Schedule X of the Purchase Agreement: In the event that the Vendor receives any rebate, credit, recovery, adjustment, discount or similar benefit from any party or parties in respect of any item that the Vendor is entitled to charge the Purchaser for in accordance with this, then the Vendor shall be entitled to retain any such rebate, credit, recovery, adjustment, discount or similar benefit for its own use and as its own property absolutely and shall not be obligated to credit or adjust with the Purchaser for any such rebate, credit, recovery, adjustment, discount or similar benefit.

32. Paragraph 27 of Schedule X of the Purchase Agreement: The Vendor shall have the option to collect the HST, if any, payable by the Purchaser on chattels which are involved in this transaction as a charge on Closing and the allocation of such chattels to be estimated, if necessary, by the Vendor.

33. Paragraph 15(t) of Schedule

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APPENDIX TO ADDENDUM TO AGREEMENT OF PURCHASE AND SALE EARLY TERMINATION CONDITIONS

The Early Termination Conditions referred to in section 6 of the Addendum are as follows:

SECTION A:

CONDITIONS PERMITTED IN PARAGRAPH 1 (a) OF SCHEDULE "A" TO THE TARION ADDENDUM

NIL

SECTION B:

CONDITIONS PERMITTED IN PARAGRAPH 1(b) OF SCHEDULE "A" TO THE TARION ADDENDUM

1. Description of Early Termination Condition:

This Agreement is conditional upon the Vendor entering into binding agreements of purchase and sale for the sale of at least 54 Units within the Condominium

The date by which this Condition is to be satisfied is on or before the date that is 9 months from the date that this Agreement is executed.

2. Description of Early Termination Condition:

This Agreement is conditional upon the Vendor receiving confirmation that financing for the project (including the construction thereof) on terms satisfactory to it in its sole and absolute discretion has been arranged and is available.

The date by which this Condition is to be satisfied is on or before the date that is 9 months from the date that this Agreement is executed.

3. Description of Early Termination Condition:

This Agreement is conditional upon the Vendor being satisfied, in its sole and absolute discretion that the Purchaser has the financial resources to complete the transaction contemplated in this Agreement. The Vendor shall have sixty (60) days following the later of: (A) the date of acceptance of this Agreement by the Vendor; and (B) the satisfaction or waiver by the Purchaser of the Purchaser's financing condition permitted under paragraph 6(k) of the Addendum, if applicable, to satisfy itself with respect to the Purchaser having the financial resources to complete the transaction contemplated in this Agreement. The Purchaser covenants and agrees to provide all requisite information and materials including proof respecting income and source of funds or evidence of a satisfactory mortgage approval signed by a lending institution or other mortgagee acceptable to the Vendor, confirming that the said lending institution or acceptable mortgagee will be advancing funds to the Purchaser sufficient to pay the balance due on the Closing Date, as the Vendor may require to determine whether or not the Purchaser has the financial resources to complete the transaction contemplated in this Agreement.

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Warranty Information for New Condominium Units



This information sheet provides a basic overview of the warranties and protections that come with your new condominium unit. This warranty is provided to you **by your builder** and backed by Tarion. For more detailed information, visit tarion.com and log into our online learning hub at www.tarion.com/learninghub

The Pre-Delivery Inspection (PDI)

Before you take occupancy of your unit, your builder is required to conduct a pre-delivery inspection, (PDI) with you or someone you designate to act on your behalf. If you wish, you may be accompanied by someone who can provide expert assistance. The PDI is important because it is an opportunity to learn about how to operate and maintain parts of your unit, such as the ventilation and heating systems. It is also important because it gives you an opportunity to note items in your unit that are damaged, missing, incomplete, or not working properly before you take occupancy. This record is also very important as it may help show what items may have been damaged before you moved in and helps resolve any disputes relating to whether or not an item of damage was caused by your occupancy and use.

The PDI is only one piece of evidence relating to damaged or incomplete items, and you should note and document (e.g. via photos or video) any concerns or damaged items as soon as you notice them after taking occupancy if they were missed on the PDI. If the damaged items are not addressed by your builder, you can include them in your 30-Day Form to Tarion. Damaged items are covered under the warranty if the damage was caused by the builder. There is more information about the PDI here: www.tarion.com/learninghub

Deposit Protection

The Condominium Act requires your builder to hold the deposit for your condominium unit in trust until the deposit is provided to the person entitled to it or the amount of your deposit is insured, as applicable. If your Agreement of Purchase and Sale is terminated by the builder, except as a result of the Purchaser's default, your deposit must be returned to you in full within 10 days. If your deposit is not returned, you are still protected by Tarion for the return of your deposit, or portion that has not yet been returned, up to \$20,000. This protection includes the money you put down towards upgrades and other extras.

Delayed Occupancy Coverage

Your builder guarantees that your unit will be ready for you to move in by a date specified in the purchase agreement or a date that has been properly extended (if for certain reasons the original occupancy date cannot be met). You may be able to claim up to \$7,500 from your builder in compensation if they do not meet the conditions for an allowable extension that are outlined in the Addendum to your Agreement of Purchase and Sale.

Warranty Coverage

The warranty on work and materials commences on your occupancy date and provides up to a maximum of \$300,000 in coverage. There are limitations on scope and duration as follows. Your builder warrants that your home will, on delivery, have these warranties:

One-Year Warranty

- Your home is constructed in a workmanlike manner, free from defects in material, is fit for habitation and complies with Ontario's Building Code
- Protects against unauthorized substitution of items specified in the Agreement of Purchase and Sale or selected by you

Two-Year Warranty

- Protects against water penetration through the basement or foundation walls, windows, and the building envelope
- Covers defects in work and materials in the electrical, plumbing, and heating delivery and distribution systems
- Covers defects in work and materials that result in the detachment, displacement, or deterioration of exterior cladding (such as brick work, aluminum, or vinyl siding)
- Protects against violations of Ontario's Building Code that affect health and safety

Seven-Year Warranty

- Protects against defects in work or materials that affect a structural load-bearing element of the home resulting in structural failure or that materially and adversely compromise the structural integrity; and/or that materially and adversely affect the use of a significant portion of the home.

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Construction Performance Guidelines

The Construction Performance Guidelines are a resource to provide advance guidance as to how Tarion may decide disputes between homeowners and builders regarding defects in work or materials. The Construction Performance Guidelines are intended to complement Ontario's Building Code. They are supplemented by any applicable guidelines or standards produced by industry associations. They do not replace manufacturer warranties. The Construction Performance Guidelines are available in several different formats accessible via cpg.tarion.com.

Warranty Exclusions

Your warranty, provided to you by your builder and backed by Tarion, is a limited warranty, and the protection provided by Tarion is also limited. Exclusions to coverage include: normal wear and tear, damage caused by improper maintenance, damage caused by a third party, secondary damage caused by defects that are under warranty, supplementary warranties, deficiencies caused by homeowner actions, elevators, HVAC appliances, specific defects accepted in writing and damage resulting from an Act of God.

The Common Elements Warranty

For most condominiums, warranty coverage also includes the shared areas, known as the common elements. The common elements warranty is separate from your unit warranty. It begins when the condominium is registered and, unlike your unit warranty, is managed by your condominium corporation. For warranty assistance related to items located outside of the boundaries of your unit, contact your property manager or condominium corporation's Board of Directors. To learn more about your unit and common element boundaries, you can refer to Schedule C of the proposed declaration in your disclosure statement or, if the condominium is registered, of the registered declaration.

Important Next Steps

1. Visit Tarion's website to learn more about your warranty coverage and the process for getting warranty assistance, as well as your rights, responsibilities and obligations as a new homeowner.
2. Prepare for your pre-delivery inspection (PDI). Visit Tarion's website for helpful resources, including a PDI Checklist and educational videos.
3. Register for Tarion's **MyHome** right after you take occupancy. MyHome is an online tool you can use from your computer or mobile device that allows you to submit warranty claims and upload supporting documents directly to your builder and Tarion. It also alerts you to important dates and warranty timelines, allows you to receive official correspondence from Tarion electronically, and schedule an inspection with Tarion when you need assistance.

About Tarion

Tarion is a not-for-profit organization that administers Ontario's new home warranty and protection program. Our role is to ensure that purchasers of new homes receive the warranties and protections, provided by their builder and backstopped by Tarion, that they are entitled to by law.

Contact us at **1-877-982-7466** or customerservice@tarion.com.

Find more warranty information at Tarion.com

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SCHEDULE "I"
INCENTIVE PACKAGE

Notwithstanding any other provision contained in the Agreement, both Parties hereby acknowledge and confirm that the Unit shall be constructed to include the following incentive features at no additional cost to the Purchaser (collectively, hereinafter referred to as the "Incentive Package"):

1. Stainless Steel fridge, stove, dishwasher;
2. Stainless Steel Over the range microwave in Azalea & Bluebell models only;
3. Full height pantry cabinet in kitchen with microwave shelf (as per plan) in all models except Azalea & Bluebell;
4. Prewired smart home;
5. Keyless front door grip set;
6. Oak handrails;
7. Electric fireplace.

Both Parties further acknowledge and agree that in the event that any of the items of the Incentive Package are not available to the Vendor for the purpose of this Schedule "I", which availability shall be determined by the Vendor acting in its sole, absolute and unfettered discretion, the Vendor shall have the right to alter, modify and/or substitute any item listed above as part of the Incentive Package, provided that such item is of substantially equal or better quality than the item listed as part of the Incentive Package, as determined by the Vendor, acting reasonably.

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Purchaser's Initials	DS
Vendor's Initials	P.S

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SCHEDULE "K"

Caps

Unit AZALEA

The amount of the adjustment pursuant to Schedule X Paragraph 15 (k) shall not exceed the amount of \$ Five Thousand Dollars (\$5,000.00) plus Applicable Taxes;

The amount of the adjustment pursuant to Schedule X Paragraph 15 (n) shall not exceed the amount of Five Thousand Dollars \$5,000.00 plus Applicable Taxes;

The following conditions apply to the foregoing:

1. In the event of an assignment or direction of title or otherwise, the purchaser named on the front page of the Agreement is not the final Purchaser on the Unit Transfer Date, then this Schedule and the Caps contained herein shall not apply and shall be of no further force or effect; save and except in the event of an assignment by the Purchaser to a child or spouse in which event the credit set out herein shall apply in the event that a child/spouse completes the purchase of the Unit in accordance with above; and
2. This Schedule shall only apply provided that the Purchaser is not and has not been in default of this Agreement at any time.

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Vendor's Initials

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SCHEDULE "R"
SPECIAL RENTAL PROVISIONS

The Purchaser covenants not to lease the Unit, assign the occupancy license or any rights thereunder or grant a sub-licence or otherwise part with possession of the Unit (collectively referred to as the "Leasing") prior to the Closing Date, (and the Vendor having received payment of all of the Purchaser Price on Closing), without the prior written consent of the Vendor, which consent shall not be unreasonably withheld, provided that the Purchaser has satisfied all of the conditions set out in the Schedule. This Schedule "R" shall only be applicable to the original Purchaser. The original Purchaser shall be limited to obtaining one (1) Leasing request/consent pursuant to this Schedule "R" after which, Section 13 (c) of Schedule "X" of the Agreement of Purchase and Sale shall govern.

As a condition of the Vendor providing its consent in respect of the Leasing of the Unit, as aforesaid, the following conditions must be satisfied:

- (i) The Purchaser shall have paid all funds required and provided all documents up to and including the Occupancy Date and the Purchaser shall not otherwise be in default of any of the terms of the Agreement of Purchase and Sale;
- (ii) The Purchaser has delivered to the Vendor a completed Tenant Information Form in accordance with Schedule "I" attached herein;
- (iii) The Purchaser has delivered to the Vendor a duly executed Tenant's Undertaking and Acknowledgement in the form set out in Schedule "2" attached hereto;
- (iv) The Purchaser has delivered to the Vendor an executed copy of the Application/Offer to Lease as well as the executed Lease between the Purchaser and the Tenant. Notwithstanding such Leasing, the Purchaser shall not be relieved of its obligations under the Agreement of Purchase and Sale and in no event shall the Purchaser list or cause to be listed, the Unit for rent, lease or otherwise on a listing service system, including, without limitation, the Multiple Listing System ("MLS");
- (v) The Vendor must receive by way of certified cheque or bank draft the Vendor's solicitor's legal fees, currently estimated Five Hundred (\$500.00) plus disbursements and taxes;

In the event the Purchaser fails to provide the foregoing documentation in compliance with the foregoing paragraph prior to the commencement of the tenancy, and in compliance with Section 83 of the *Condominium Act, 1998* (the "Act"), any person or persons intending to reside in the Unit shall be deemed a trespasser by the Vendor until and unless such person or persons and the Purchaser comply with the foregoing provisions and the Act. Within seven (7) days of ceasing to rent his/her Unit (or within seven (7) days of being advised that his/her tenant has vacated or abandoned the Unit, as the case may be), the Purchaser shall notify the Vendor in writing that the Unit is no longer rented. The Purchaser shall not allow his/her tenants to sublet the Unit to another tenant. The Purchaser shall be responsible for all damage or additional maintenance to the common elements caused by their tenants and will be assessed and charged therefore. During the period of occupancy by the Tenant, the Purchaser shall have no right of use of any part of the common elements. The Purchaser shall supply to the Vendor, their current address and telephone number during the period of occupancy by the Tenant. No more than the amount of persons permitted in accordance with the prevailing zoning by-law are permitted to occupy any Unit as Tenants.

The Purchaser acknowledges and agrees that once a breach of the preceding provisions of this Schedule occurs, such breach is (or shall be) incapable of rectification and accordingly, the Purchaser acknowledges and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement (and if applicable, the occupancy agreement) effective upon delivery of notice of termination to the Purchaser or the Purchaser's solicitor, whereupon the provisions of this Agreement dealing with the consequences of termination by reason of the Purchaser's default shall apply.

SCHEDULE 1
Tenant Information Form

York Region Standard Condominium Corporation No. ____

Unit 305

Landlord's Name: _____

Landlord's Address: _____

Telephone: _____

Term of Lease: _____

Commencement Date: _____

Attach a copy of the application/offer to lease and the lease itself and all amendments thereto.

Tenant's Full Name: _____

Social Insurance No.: _____

Driver's License No.: _____

Vehicle Plate Number: _____

Number of Occupants: Adults ____, Children ____, Total ____

Adults Full Names: _____ Age: ____

_____ Age: ____

Children's Full Names: _____ Age: ____

_____ Age: ____

Tenant's Present Address: _____

Telephone: _____

Employer: _____

Business Address: _____

Business Telephone No.: _____

Name of Nearest Relative: _____

Nearest Relative's Address: _____

Telephone: _____

DATED at _____, this ____ day of _____, ____.

 Tenant's Signature

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SCHEDULE 2**Tenant's Letter of Undertaking**

I/We, _____, covenant and agree that I, the members of my household and my guests from time to time, will in using the Unit rented by me and the common elements connected thereto, comply with the *Condominium Act*, the Declaration and the By-laws, and all rules of the Condominium Corporation, during the term of my tenancy.

I/We acknowledge receipt of the Declaration, By-Laws, and Rules of the Corporation.

I/We intend to occupy the Unit with the persons named as our principal residence for the stated term of the Lease and for no other purpose and I/We acknowledge that only those persons named herein will be entitled to reside on the Unit, subject always to my/our right to have guests and visitors from time to time in accordance with the Rules.

I/We further acknowledge and understand that in the event that I/We or any occupant residing on the Unit Contravenes the provisions of declaration, By-laws and rules of the Corporation, my/our tenancy may be terminated in accordance with the provisions of the Condominium Act.

We are responsible for the actions of any occupant and agree to carry liability insurance.

DATED at _____ this _____ day of _____, _____.

Signed By _____

Name _____

Signed By _____

Name _____

Unit **305** _____

Tel. Home _____

Tel. Work _____

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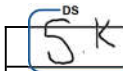
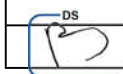
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SCHEDULE “Z”
SPECIAL ASSIGNMENT PROVISIONS

The Purchaser covenants not to offer, list or advertise for sale, lease, transfer or assign, nor to sell, lease, transfer or assign (collectively referred to as the “Assignment”) the Purchaser’s interest under this Agreement prior to the Closing Date (and the Vendor having received payment of all of the Purchase Price on the Closing Date), without the prior written consent of the Vendor, which consent shall not be unreasonably withheld, provided that the Purchaser has satisfied all of the conditions as set out in this Schedule. This Schedule “Z” shall only be applicable to the original Purchaser. The original Purchaser shall be limited to obtaining one Assignment request/consent pursuant to this Schedule “Z” after which Section 13 (c) of Schedule X in the Agreement of Purchase and Sale shall govern.

As a condition of the Vendor providing its consent in respect of an Assignment of the Purchaser’s interest under this Agreement, as aforesaid, the following conditions must be satisfied: (i) the assignee shall satisfy the Vendor with evidence that the assignee is able to meet the Vendor’s closing requirements as if they were the original Purchaser; (ii) the Purchaser shall not otherwise be in default of any of the terms of the Agreement of Purchase and Sale; (iii) the Purchaser and assignee/transferee will be required to execute and deliver to the Vendor, the Vendor’s standard form of assignment and assumption agreement (the “Assignment Agreement”); (iv) the Vendor must receive by way of certified cheque or bank draft on the date of execution and delivery of the Assignment Agreement the Vendor’s administration and processing fee of Five Thousand Dollars (\$5,000.00) dollars, plus HST together with any other applicable fees, including Vendor’s solicitor’s fees, currently estimated at One Thousand Eight Hundred (\$1,800.00) Dollars plus disbursements and taxes; (v) that the Vendor has entered into agreements of purchase and sale with third party purchasers, which are firm and binding, for the sale of one hundred (100%) percent of all Units in the Condominium; (vi) the Purchaser and assignee acknowledge and agree that they shall be jointly and severally liable for all covenants and obligations of the Purchaser pursuant to the Agreement; and (vii) the Vendor has received the written consent or approval from any lending institution or mortgagee providing any financing to the Vendor, construction or otherwise, for the development and construction of the Condominium, and the assignee/transferee shall produce together with submission of the executed Assignment Agreement, all such information as set out in this Agreement, as required by the Vendor and/or the Vendor’s Mortgagee. Notwithstanding such assignment, the Purchaser shall not be relieved of its obligations herein and in no event shall the Purchaser list or cause to be listed the Unit for sale, lease or otherwise on a listing service system including, without limitation, the Multiple Listing System (“MLS”).

The Purchaser acknowledges and agrees that once a breach of the preceding covenant occurs, such breach is (or shall be) incapable of rectification, and accordingly the Purchaser acknowledges and agrees that in the event of such breach, the Vendor shall have the unilateral right and option of terminating this Agreement (and, if applicable, the occupancy agreement) effective upon delivery of notice of termination to the Purchaser or the Purchaser’s solicitor, whereupon the provisions of this Agreement dealing with the consequences of termination by reason of the Purchaser’s default, shall apply.

Purchaser's Initials	
Purchaser's Initials	
Vendor's Initials	

ACKNOWLEDGEMENT

TO: JEFFERSON PROPERTIES LIMITED PARTNERSHIP (the "Vendor")

RE: PURCHASE OF UNIT 305, IN YORK REGION
STANRDARD CONDOMINIUM CORPORATION NO. _____

The undersigned being the Purchaser(s) of the above Unit hereby acknowledge having received the following on the date noted below:

1. Disclosure Statement (including Table of Contents);
2. Budget Statement for the one (1) year immediately following the registration of the proposed Declaration and Description;
3. the proposed Declaration;
4. the proposed By-Laws;
5. the proposed Rules;
6. the proposed Management Agreement;
7. the Site Plan;
8. the proposed Draft Plan of Condominium;
9. a copy of the Agreement of Purchase and Sale executed by the undersigned and the Vendor; and
10. Ontario Condominium Buyers Guide.

The Purchaser agrees to accept title subject to the condominium documents notwithstanding that they may have been amended or varied from the proposed condominium documents. The Purchaser further acknowledges that the registered condominium documents and final budget statement for the one year period immediately following registration of the Condominium may vary from the condominium documents and budget statement given to the Purchaser and the Purchaser acknowledges and agrees that if there is any material amendment to any of them, the Purchaser's only remedies shall be those provided by the Act, notwithstanding any rule of law or equity to the contrary.

The 10 day rescission period pursuant to Section 73 of the Condominium Act, 1998 (which Section is included in the Disclosure Statement) which entitles the Purchaser to rescind this Agreement of Purchase and Sale commences from the date of receipt of the above

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noted documents. If the Purchaser gives written notice of his/her rescission within the aforesaid 10 day rescission period, all deposits shall be returned to the Purchaser, without penalty. The Purchaser is advised to review the Schedule to the Disclosure Statement which contains the Purchaser's rescission rights in full and that the preceding sentences are for the convenience and direction of the Purchaser only.

The Purchaser hereby acknowledges and agrees that the Condominium Guide being provided by the Vendor is only current as of the date hereof. The contents of the Condominium Guide may be amended by the Condominium Authority of Ontario and/or the Minister (as defined in the Act) from time to time. The Purchaser acknowledges and agrees that the Purchaser will keep himself/herself/itself apprised of any and all amendments to the Condominium Guide and that the Vendor will not be responsible for providing the Purchaser with and/or notifying the Purchaser of any amendments to the Condominium Guide. Furthermore, the Purchaser undertakes to review the Condominium Authority of Ontario's website and Tarion's website from time to time to keep himself/herself/itself apprised of any and all amendments to the Condominium Guide and any and all information from Condominium Authority of Ontario and Tarion that may pertain to this transaction.

The Purchaser acknowledges and agrees that the items described in this schedule may be delivered to the Purchaser in electronic format (via html link, e-mail or recorded on USB, CD-Rom or any other electronic media) or in hard copy/paper format and hereby acknowledges receipt of such documents as of the date hereof.

(Balance of page left blank intentionally; signatory page follows)

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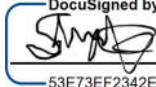
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6/3/2021 | 12:53:44 PM EDT

DATED at _____ this _____ day of _____, _____.

(Witness)

Purchasers:
DocuSigned by:



53E73EF2342E4AF (Signed)

Khawaja, Salman Khawar
(Printed Name)

(Witness)

(Signed)

(Printed Name)



AGENCY DISCLOSURE ACKNOWLEDGEMENT

SITE NAME: RICHMOND HILL GRACE

UNIT NUMBER: 305 MODEL: AZALEA

VENDOR: JEFFERSON PROPERTIES LIMITED PARTNERSHIP

PURCHASER(S): Khawaja, Salman Khawar

The Purchaser(s) herein acknowledge **Spectrum Realty Services Inc.** has an agency relationship with the Vendor:

JEFFERSON PROPERTIES LIMITED PARTNERSHIP

and will be compensated through the Vendor. This compensation is usually called commission and usually takes the form of a fee or payment from the Vendor of the real property upon successful completion of the Real Estate transaction.

An agency relationship is created when one person, known as the Principal, asks another person, known as the Agent, to act for and on behalf of the Principal. The Principal will define the nature and extent of the relationship. Real Estate Agency relationships are created when Vendors or Purchasers ask Realtors to act on their behalf in Real Estate transactions.

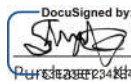
An Agent who represents a Principal (Vendor), owes the Principal (Vendor) the highest duty of "utmost faith", the Agent must represent the Principal's (Vendor) best interest at all times. The Agent owes his Principal (Vendor) a duty of confidentiality regarding information about the Principal (Vendor). However, the Purchaser can expect the Realtor to disclose all pertinent information about the property, not to misrepresent any facts, and to honestly answer all questions about the property. This has been a usual form of relationship for many years in the Real Estate industry.

As Purchaser, I/we confirm and acknowledge being advised that, and consent to the fact that **Spectrum Realty Services Inc.** acts as Agent only for the Vendor and will be compensated only by the Vendor.

6/3/2021 | 12:53:44 PM EDT

DATED at _____, this _____ day of _____, 20____.

Witness

DocuSigned by:

Purchaser: Khawaja, Salman Khawar

Purchaser:



Congratulations on the recent purchase of your new townhome in the beautiful community of Richmond Hill Grace.

The following items are required within the ten (10) day rescission period:

- Mortgage commitment from a Financial Institution for the balance due on closing;
- Lawyers Name, Address and Telephone Number;
- Outstanding deposit cheques (if any).

Please be sure to contact our sales team at (416) 736-6500 to make arrangements and provide the items as required above. Alternatively, you can e-mail the information to info@richmondhillgrace.com.

Thank You!

Richmond Hill Grace Sales Team

Certificate Of Completion

Envelope Id: 418D092759444819BBD079EF32D7008D

Status: Completed

Subject: Richmond Hill Grace - Agreement of Purchase and Sale Unit #: 305

Source Envelope:

Document Pages: 213

Signatures: 10

Envelope Originator:

Certificate Pages: 5

Initials: 94

Richmond Hill Grace

AutoNav: Enabled

8400 Jane St #9

Envelopeld Stamping: Enabled

Vaughan, ON L4K 4L8

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

info@richmondhillgrace.com

IP Address: 99.228.231.105

Record Tracking

Status: Original

Holder: Richmond Hill Grace

Location: DocuSign

6/3/2021 10:51:40 AM

info@richmondhillgrace.com

Signer Events**Signature****Timestamp**

Aylin Danaci & Amal Jinnah

Completed

Sent: 6/3/2021 10:55:44 AM

info@richmondhillgrace.com

Viewed: 6/3/2021 10:56:38 AM

Spectrum Realty Services Inc.

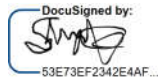
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Khawaja, Salman Khawar



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Sent: 6/3/2021 10:57:02 AM

salman.khawar@gmail.com

Viewed: 6/3/2021 12:44:21 PM

Security Level: Email, Account Authentication (None)

Signed: 6/3/2021 12:53:44 PM

Signature Adoption: Drawn on Device

Using IP Address: 174.112.39.45

Electronic Record and Signature Disclosure:

Accepted: 6/3/2021 12:44:21 PM

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Paolo DiPede



DocuSigned by:
8D58A327A7794A1...

Sent: 6/3/2021 12:53:51 PM

paolo@spectrumsky.com

Viewed: 6/3/2021 1:29:35 PM

Spectrum Realty Services Inc.

Signed: 6/3/2021 1:30:30 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Drawn on Device

Using IP Address: 72.143.90.138

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Mark Bristoll mark.bristoll@ollieswitch.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/3/2021 2:30:50 PM ID: f1ef7f56-115f-4790-87b3-370379e18eaf	COPIED	Sent: 6/3/2021 1:30:38 PM Viewed: 6/3/2021 2:31:18 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/3/2021 10:55:44 AM
Certified Delivered	Security Checked	6/3/2021 1:29:35 PM
Signing Complete	Security Checked	6/3/2021 1:30:30 PM
Completed	Security Checked	6/3/2021 1:30:39 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Spectrum Realty Services Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Spectrum Realty Services Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: elana@spectrumrealtyservices.com

To advise Spectrum Realty Services Inc. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at elana@spectrumrealtyservices.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Spectrum Realty Services Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to elana@spectrumrealtyservices.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Spectrum Realty Services Inc.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to elana@spectrumrealtyservices.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Spectrum Realty Services Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Spectrum Realty Services Inc. during the course of your relationship with Spectrum Realty Services Inc..

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

Purchaser: **KHAWAJA SALMAN KHAWAR**

Vendor: **JEFFERSON PROPERTIES LIMITED PARTNERSHIP**

Property: Unit 305

Date of Offer: June 3, 2021

Accepted: June 3, 2021

It is hereby understood and agreed between the undersigned parties hereto that the following changes will be made to the above-mentioned Agreement of Purchase and Sale, as amended from time to time (collectively, the “Agreement”) and except for such changes noted below all other terms and conditions in the Agreement shall remain as stated therein:

INSERT:

Purchase Price:

 inclusive of upgrades as per the attached upgrades package dated October 26, 2021

DELETE:

Purchaser Price:

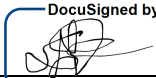
This Amendment may be executed in any number of counterparts. A party may send a copy of an executed counterpart to the other party by facsimile or email transmission instead of delivering a signed copy original of that counterpart. Each executed counterpart (including each copy sent by facsimile or email transmission) shall be deemed to be an original and all executed counterparts taken together shall constitute one agreement.

Dated at _____, this _____ day of _____, 2021. 10/28/2021 | 4:23:49 PM EDT

Witness

Witness

DocuSigned by:



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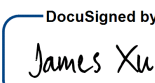
Purchaser: **KHAWAJA SALMAN KHAWAR**

Purchaser:

Dated at Richmond Hill, this day of _____, 2021. 10/28/2021 | 5:16:02 PM EDT

JEFFERSON PROPERTIES LIMITED PARTNERSHIP
by its sole General Partner 2011836 ONTARIO CORP.

DocuSigned by:



546822A252E1435...

I have authority to bind the Corporation

RICHMOND HILL GRACE - SAPPHIRE PACKAGE (UPGRADE 2)

UNIT NUMBER: 305
MODEL TYPE: AZALEA
PURCHASER 1: KHAWAJA SALMAN KHAWAR
PURCHASER 2:
VENDOR: JEFFERSON PROPERTIES LIMITED PARTNERSHIP (HEREIN AFTER, THE "VENDOR")

AGREEEMENT DATED: 3-Jun-21

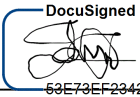
COLOUR SELECTION: POLAR WHITE

Description	Sapphire (Upgrade 2)
Cabinerty	Shaker Doors with soft closure
Kitchen Countertops	Aspen Quartz ¾” with Square Polished Edge
Master Countertops	Aspen Quartz ¾” with Square Polished Edge
Master Bath Floor	Porcelain Alsacia 24” x 24” Matte tile
Master Bath Shower Walls	Porcelain Alsacia 24” x 24” Matte tile with stacked aligned joints
Toilets - All bathrroms	Kohler one-piece elongated 1.28 gpf
Faucet - All bathrooms	Single Handle Bathroom Faucet
Master Shower Faucet	Tub And Shower Trim Set With 2.0 Gpm Rainhead Shower Head and Lever Handle
Powder Room Pedestal Sink	Kohler Veer 24” Pedestal Basin With Single Hole Faucet
Fridge	LG or equivalent - 36" double doors
Stove/Range	LG or equivalent
Dishwasher	LG or equivalent
Range Hood	Cyclone Hood Fan
Washer	LG
Dryer	LG
Kitchen Under Cabinet Lighting	Strip Lighting
Kitchen Faucet	Crue High Arc Three Fucntion Pull Down Single Handle Facuet #22972-Cp
Kitchen Backsplash (est. price)	Aspen Quartz ¾” with Square Polished Edge
Kitchen Sink	Ludington(R) Large Undermount Single Kitchen Sink with 28" duostrainer
Interior Trim & Doors (Note 1)	80" Solid Core Door, Base (5 1/2") & Casing (3 1/2")
Ceilings	Smooth throughout the house
Keyless Front Door Entry	Yes
Master Bedroom Electrical	USB Plug
Outdoor Electrical	Outdoor recepticles on Terrace & Balconies
Security System	Pre-wired
Flooring	7" Wide plank waterproof SPC flooring
Engineered Hardwood	6.5" Engineered Hardwood Throughout (expect for tiled areas) -- "Huskie Gray"
SUB-TOTAL \$ 19,850.00	
13% HST \$ 2,580.50	
TOTAL \$ 22,430.50	

Appointment Disclaimer:
PURCHASER HAS ATTENDED A COLOUR APPOINTMENT AND HAS DECLINED ANY ADDITIONAL UPGRADES OTHER THAN THOSE STATED HEREIN.
Purchaser accepts and acknowledges that there will be no further changes/additions/deletions to be made upon signing

Appointment Disclaimer:
PURCHASER AWARE AND ACCEPTS THAT ANY CHANGES MADE TO UPGRADES AFTER SIGNING THIS PURCHASERS EXTRA FORM ARE SUBJECT TO A MINIMUM ADMINISTRATION FEE OF \$500

- This is your direction on the following terms and conditions:
- No structural changes can be made after acceptance of the Agreement of Purchase and Sale. After the completion and submission of the Colour Chart, there will be no further changes, revisions, deletions and upgrades allowed, save and except for discontinued items that must be re-selected.
 - The Purchasers acknowledge and accept that they shall not be entitled to any credit whatsoever for any changes and/or upgraded finishes that are included in the Agreement of Purchase and Sale should they elect to alter, replace or delete any of the above structural changes and/or upgraded finishes.
 - If the work on the house has progressed beyond the point where any of the items covered by this extra cannot be installed due to timing, then this order is to be cancelled and any monies paid in connection with same is to be refunded to the Purchaser, without interest.
 - The Vendor will undertake to incorporate the work covered by the sales extra in the construction of the house but will not be liable to Purchaser in any way, if for any reason the work covered by the extra is not carried out. In that event, any monies paid in connection with same shall be returned to the Purchaser, without interest.
 - It is agreed and understood that if for any reason whatsoever the transaction of Purchase and Sale is not completed, the total cost of extras are not refundable to the Purchaser.
 - Extras or changes will not be processed unless signed by the Vendor, and a cheque for the total cost of extras ordered above accompanies this request. All items herein requested shall be from the Vendor’s standard samples unless otherwise noted.
 - In the event any extras are not completed on or before closing, the Purchaser covenants and agrees to close the transaction notwithstanding the non-compliance or non-installation of said extras.
 - The information provided above takes precedence over any sketch that is attached hereto.
 - The prices quoted above are contingent upon the extras being ordered at the time of this Offer. In the event extras and upgrades are added by Amendment to the Purchase Price and are subsequently cancelled due to declined financing, an administration fee of \$1,000 will be payable on closing as an adjustment.
 - Subsequent to execution of this contract, no deposits will be refunded and in the event of the Purchaser not proceeding with the contract, the deposit will be forfeited as associated damages and not a penalty.
 - The total shown above must be paid in full upon completion of the colour selection chart, prior to construction. Failure to do so will result in construction proceeding as detailed in Schedule A.
 - Purchaser acknowledges and accepts the extras at their stated costs and hereby accepts the deduction of the above amount from their deposit in the event that this offer of purchase does not close.

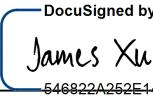
DocuSigned by:

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PURCHASER 1: _____

DATE: 10/26/2021 | 10:39:48 AM EDT

PURCHASER 2: _____

DATE: _____

DocuSigned by:

546822A252E1435...

VENDOR: _____

DATE: 10/26/2021 | 10:46:29 AM EDT

POLAR WHITE - SAPPHIRE PACKAGE (2ND UPGRADE)

POLAR WHITE – SAPPHIRE LIFESTYLE PACKAGE

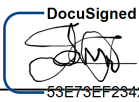
This décor package features elegant kitchen cabinetry with soft closure and a Quartz countertop and tile backsplash. In the principal ensuite, a modern vanity topped with an Quartz countertop and glamorous porcelain shower walls and flooring.



Purchaser acknowledges that actual samples may vary from digital photos in colour, pattern, texture etc

PURCHASER 1:

DocuSigned by:



53E73EF2342E4AF...

DATE: 10/26/2021 | 10:39:48 AM EDT

PURCHASER 2: _____

DATE: _____

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

Purchaser: **KHAWAJA SALMAN KHAWAR**

Vendor: **JEFFERSON PROPERTIES LIMITED PARTNERSHIP**

Property: **UNIT 305**

Date of Offer: **June 3, 2021**

Accepted: **June 3, 2021**

It is hereby understood and agreed between the undersigned parties hereto that the following changes will be made to the above-mentioned Agreement of Purchase and Sale, as amended from time to time (collectively, the “Agreement”) and except for such changes noted below all other terms and conditions in the Agreement shall remain as stated therein:

INSERT:

SCHEDULE “Z” - (iv) the Vendor must receive by way of certified cheque or bank draft on the date of execution and delivery of the Assignment Agreement the Vendor’s administration and processing fee of **NIL (\$00.0) dollars**, plus HST together with any other applicable fees, including Vendor’s solicitor’s fees, currently estimated at One Thousand Eight Hundred (\$1,800.00) Dollars plus disbursements and taxes;

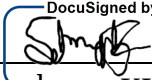
DELETE:

SCHEDULE “Z” - (iv) the Vendor must receive by way of certified cheque or bank draft on the date of execution and delivery of the Assignment Agreement the Vendor’s administration and processing fee of Five Thousand Dollars (\$5,000.00) dollars, plus HST together with any other applicable fees, including Vendor’s solicitor’s fees, currently estimated at One Thousand Eight Hundred (\$1,800.00) Dollars plus disbursements and taxes;

This Amendment may be executed in any number of counterparts. A party may send a copy of an executed counterpart to the other party by facsimile or email transmission instead of delivering a signed copy original of that counterpart. Each executed counterpart (including each copy sent by facsimile or email transmission) shall be deemed to be an original and all executed counterparts taken together shall constitute one agreement.

Dated at _____, this _____ day of _____, 2021. 6/4/2021 | 10:11:24 AM EDT

Witness

DocuSigned by:


Purchaser: **KHAWAJA SALMAN KHAWAR**

Witness

Purchaser:

Dated at Richmond Hill, this day of _____, 2021. 6/4/2021 | 3:45:47 PM EDT

JEFFERSON PROPERTIES LIMITED PARTNERSHIP
by its sole General Partner 2011836 ONTARIO CORP.

DocuSigned by:


5FFBCD4252D9489...

I have authority to bind the Corporation

Certificate Of Completion

Envelope Id: 50AB4A4D594743C484C0DC29F00DD833

Status: Completed

Subject: Please DocuSign: Assignment Amendment Unit 305.docx

Source Envelope:

Document Pages: 1

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Richmond Hill Grace

AutoNav: Enabled

8400 Jane St #9

Enveloped Stamping: Enabled

Vaughan, ON L4K 4L8

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

info@richmondhillgrace.com

IP Address: 99.247.252.60

Record Tracking

Status: Original

Holder: Richmond Hill Grace

Location: DocuSign

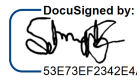
6/4/2021 8:02:36 AM

info@richmondhillgrace.com

Signer Events

Khawaja, Salman Khawar

salman.khawar@gmail.com

Security Level: Email, Account Authentication
(None)**Signature**DocuSigned by:

53E73EF2342E4AF...**Timestamp**

Sent: 6/4/2021 8:03:35 AM

Viewed: 6/4/2021 10:10:55 AM

Signed: 6/4/2021 10:11:24 AM

Signature Adoption: Drawn on Device

Using IP Address: 174.112.39.45

Electronic Record and Signature Disclosure:

Accepted: 6/4/2021 10:10:55 AM

ID: 7252dc5f-bcae-44d0-8663-a6294da927a7

Mark Bristol

mark.bristol@ollieswitch.com

Security Level: Email, Account Authentication
(None)DocuSigned by:

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Sent: 6/4/2021 10:11:26 AM

Viewed: 6/4/2021 3:45:38 PM

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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Accepted: 6/4/2021 3:45:38 PM

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

6/4/2021 8:03:35 AM

Certified Delivered

Security Checked

6/4/2021 3:45:38 PM

Receiver's Motion Record p. 147

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	6/4/2021 3:45:47 PM
Completed	Security Checked	6/4/2021 3:45:47 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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To advise Spectrum Realty Services Inc. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at elana@spectrumrealtyservices.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to elana@spectrumrealtyservices.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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PURCHASER: KHAWAJA SALMAN KHAWAR

VENDOR: JEFFERSON PROPERTIES LIMITED PARTNERSHIP

UNIT: 305

DATE OF AGREEMENT OF PURCHASE AND SALE: June 3, 2021

It is hereby understood and agreed between the undersigned parties hereto that the following changes will be made to the above-mentioned Agreement of Purchase and Sale, as amended from time to time (collectively, the “Agreement”) and except for such changes noted below all other terms and conditions in the Agreement shall remain as stated therein:

DELETE:

- (a) the sum of [REDACTED] by cheque with this Agreement payable to the Vendor’s solicitors, Loopstra Nixon LLP in trust, as a deposit to be credited on account of the purchase price on closing.
- (b) the following additional deposits to the Vendor’s solicitors by way of post-dated cheques in the amounts and on the dates described below:

(i) [REDACTED] by cheque post-dated **Thirty (30) days** following execution of this Agreement, being **Jul 03, 2021**

(ii) [REDACTED] by cheque post-dated **Sixty (60) days** following execution of this Agreement, being **Aug 02, 2021**

(iii) [REDACTED] by cheque post-dated **Ninety (90) days** following execution of this Agreement, being **Sep 01, 2021**

(iv) [REDACTED] by cheque post-dated **One Hundred and Fifty (150) days** following execution of this Agreement, being **Oct 31, 2021**

(v) [REDACTED] by cheque post-dated **Two Hundred and Ten (210) days** following the execution of this Agreement, being **Dec 30, 2021**

(vi) [REDACTED] by cheque post-dated **Two Hundred and Seventy (270) days** following the execution of this Agreement, being **Feb 28, 2022**

INSERT:

- (a) the sum of [REDACTED] by bank draft with this Agreement payable to the Vendor’s solicitors, Loopstra Nixon LLP in trust, as a deposit to be credited on account of the purchase price on closing.
- (b) the following additional deposits to the Vendor’s solicitors by way of post-dated cheques in the amounts and on the dates described below:

(i) [REDACTED] Dollars (which together with the deposit in Paragraph 2(a) represents five (5%) percent of the Purchase Price) by cheque post-dated **Thirty (30) days** following execution of this Agreement, being **Jul 03, 2021**

(ii) [REDACTED] Dollars (being two and a half (2.5%) percent of the Purchase Price) by cheque post-dated **One Hundred Eighty (180) days** following execution of this Agreement, being **Nov 30, 2021**

(iii) [REDACTED] Dollars (being two and a half (2.5%) percent of the Purchase Price) by cheque post-dated **Three Hundred Sixty-Five (365) days** following execution of this Agreement, being **Jun 03, 2022**

(iv) [REDACTED] Dollars by cheque post-dated **on the Occupancy Date**, being 5% of the Purchase Price

DS

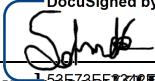
SK

DS

MB

Dated at _____, this _____ day of _____ 6/4/2021 | 10:12:46 AM EDT 2021.

Witness

DocuSigned by:


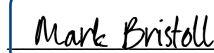
Purchaser: **KHAWAJA SALMAN KHAWAR**

Witness

Purchaser:

Dated at _____, this _____ day of _____ 6/4/2021 | 3:46:19 PM EDT 2021.

JEFFERSON PROPERTIES LIMITED PARTNERSHIP,
by its sole General Partner 2011836 ONTARIO CORP.

DocuSigned by:
Per: 

5FFBCD4252D9489...
Authorized Signing Officer

Certificate Of Completion

Envelope Id: 1483D0A5DCBD4D01B23A27DF5E8239A7

Status: Completed

Subject: Please DocuSign: Deposit Amendment Unit 305.docx

Source Envelope:

Document Pages: 2

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 2

Richmond Hill Grace

AutoNav: Enabled

8400 Jane St #9

Enveloped Stamping: Enabled

Vaughan, ON L4K 4L8

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

info@richmondhillgrace.com

IP Address: 99.247.252.60

Record Tracking

Status: Original

Holder: Richmond Hill Grace

Location: DocuSign

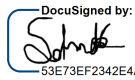
6/4/2021 8:03:39 AM

info@richmondhillgrace.com

Signer Events

Khawaja, Salman Khawar

salman.khawar@gmail.com

Security Level: Email, Account Authentication
(None)**Signature**DocuSigned by:

53E73EF2342E4AF...**Timestamp**

Sent: 6/4/2021 8:04:52 AM

Viewed: 6/4/2021 10:12:00 AM

Signed: 6/4/2021 10:12:46 AM

Signature Adoption: Drawn on Device

Using IP Address: 174.112.39.45

Electronic Record and Signature Disclosure:

Accepted: 6/4/2021 10:12:00 AM

ID: 8d00f77e-a882-43a9-87e0-8050fe0a702a

Mark Bristoll

mark.bristoll@ollieswitch.com

Security Level: Email, Account Authentication
(None)DocuSigned by:

5FFBCD4252D9489...

Sent: 6/4/2021 10:12:47 AM

Viewed: 6/4/2021 3:46:10 PM

Signed: 6/4/2021 3:46:19 PM

Signature Adoption: Pre-selected Style

Using IP Address: 76.66.129.208

Electronic Record and Signature Disclosure:

Accepted: 6/4/2021 3:46:10 PM

ID: 8b376d6a-513b-42b1-b9af-af19796ccb76

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

6/4/2021 8:04:52 AM

Certified Delivered

Security Checked

6/4/2021 3:46:10 PM

Receiver's Motion Record p. 154

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	6/4/2021 3:46:19 PM
Completed	Security Checked	6/4/2021 3:46:19 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Spectrum Realty Services Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Spectrum Realty Services Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: elana@spectrumrealtyservices.com

To advise Spectrum Realty Services Inc. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at elana@spectrumrealtyservices.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Spectrum Realty Services Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to elana@spectrumrealtyservices.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Spectrum Realty Services Inc.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to elana@spectrumrealtyservices.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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PURCHASER: **KHAWAJA SALMAN KHAWAR**

VENDOR: **JEFFERSON PROPERTIES LIMITED PARTNERSHIP**

UNIT: **305**

DATE OF AGREEMENT OF PURCHASE AND SALE: **June 3, 2021**

It is hereby understood and agreed between the undersigned parties hereto that the following changes will be made to the above-mentioned Agreement of Purchase and Sale, as amended from time to time (collectively, the “Agreement”) and except for such changes noted below all other terms and conditions in the Agreement shall remain as stated therein:

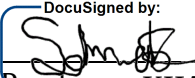
DELETE:

INSERT:

Vendor to include, Engineers Hardwood Floors throughout the unit (excluding tiles areas) at no cost to the Purchaser. Purchaser to choose colour from the Vendors selections.

Dated at _____, this _____ day of _____ 6/4/2021 | 10:13:31 AM EDT 2021.

Witness

DocuSigned by:


Purchaser: **KHAWAJA SALMAN KHAWAR**

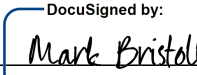
Witness

Purchaser:

Dated at _____, this _____ day of _____ 6/4/2021 | 3:46:42 PM EDT 2021.

JEFFERSON PROPERTIES LIMITED PARTNERSHIP,
by its sole General Partner 2011836 ONTARIO CORP.

Per: _____

DocuSigned by:


5FFBCD4252D9489...
Authorized Signing Officer

Certificate Of Completion

Envelope Id: 2B30BA6207FC4B339FDA9FF6AA2DF1B5	Status: Completed
Subject: Please DocuSign: Hardwood Package Amendment Unit 305.docx	
Source Envelope:	
Document Pages: 1	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Richmond Hill Grace
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	8400 Jane St #9
	Vaughan, ON L4K 4L8
	info@richmondhillgrace.com
	IP Address: 99.247.252.60

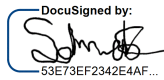
Record Tracking

Status: Original	Holder: Richmond Hill Grace	Location: DocuSign
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Signer Events

Khawaja, Salman Khawar
salman.khawar@gmail.com
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

53E73EF2342E4AF...

Signature Adoption: Drawn on Device
Using IP Address: 174.112.39.45

Timestamp

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Viewed: 6/4/2021 10:13:13 AM
Signed: 6/4/2021 10:13:31 AM

Electronic Record and Signature Disclosure:

Accepted: 6/4/2021 10:13:13 AM
ID: 8098036c-2a86-4941-9dff-9e20b6c1d4b5

Mark Bristoll
mark.bristoll@ollieswitch.com
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 76.66.129.208

Sent: 6/4/2021 10:13:33 AM
Viewed: 6/4/2021 3:46:35 PM
Signed: 6/4/2021 3:46:42 PM

Electronic Record and Signature Disclosure:

Accepted: 6/4/2021 3:46:35 PM
ID: be2b87df-cd1b-4a73-b233-4e2457ff2b4c

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/4/2021 8:06:28 AM
Certified Delivered	Security Checked	6/4/2021 3:46:35 PM

Receiver's Motion Record p. 160

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	6/4/2021 3:46:42 PM
Completed	Security Checked	6/4/2021 3:46:42 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Withdrawing your consent

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To withdraw your consent with Spectrum Realty Services Inc.

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- ii. send us an email to elana@spectrumrealtyservices.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Acknowledgment and Amending Agreement – Jefferson Properties Limited Partnership

ACKNOWLEDGMENT AND AMENDING AGREEMENT

DATED this 01 October, 2025.

BETWEEN:

Khawaja, Salman Khan
(hereinafter referred to as the “**Purchaser**”)

OF THE FIRST PART

-AND-

**JEFFERSON PROPERTIES LIMITED PARTNERSHIP,
by its sole general partner 2011836 ONTARIO CORP.**
(hereinafter referred to as the “**Vendor**”)

OF THE SECOND PART

WHEREAS:

- (A) By an Agreement of Purchase and Sale executed on the 3rd day of June 2021, by the Purchaser and accepted by the Vendor on the 3rd day of June 2021, as amended from time to time (herein referred to as the “**Purchase Agreement**”) the Purchaser purchased from the Vendor the following lands as described in the Purchase Agreement:
- Suite 305, in the proposed condominium located in Richmond Hill, Ontario (the “**Unit**”).
- (B) The Purchaser and the Vendor wish to acknowledge and amend certain terms in the Purchase Agreement on the terms hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants and agreements herein contained, and in consideration of TEN DOLLARS (\$10.00) now paid by each of the parties hereto to the other (the receipt of which is hereby acknowledged), the Purchaser and the Vendor hereby acknowledge, covenant and agree as follows:

- 1) The Purchaser and the Vendor hereby warrant and represent that the Purchase Agreement is in good standing in accordance with its terms.
- 2) The parties hereto acknowledge and agree that the Purchase Agreement refers to the Unit as “Unit 305” and that certain schedules, materials and/or notices prepared by the Vendor may have further described the Unit as “Legal Unit 45”, “Level 2”, and/or “Suite 305”. For certainty, the parties hereto acknowledge and agree that the current description of the Unit is Level 2, Unit 41, and currently known as Suite 305, being part of the Condominium Lands legally described as Part of Lots B and C, Registered Plan 1916, City of Richmond Hill, designated as Part 3 on Plan 65R-37587. Furthermore, the parties hereto acknowledge that the Unit is hereby identified and shaded in grey on the plan contained in Schedule A attached to this Agreement and that the legal number of the Unit is currently anticipated to be as identified in Schedule A attached to this Agreement
- 3) In accordance with the terms of the Purchase Agreement the parties hereto acknowledge and agree that the Purchaser has purchased 1 Parking Unit(s) in the Condominium. Subject to the Vendor’s rights contained in the Purchase Agreement, the parties hereto acknowledge and agree that the Parking Unit(s) are designated as Level A, Unit 41 and are identified and shaded in grey on the plan contained in Schedule A attached to this Agreement.
- 4) The parties hereto acknowledge and agree that certain amending agreements to the Purchase Agreement which addressed certain Extras and design selections requested by the Purchaser were entered into between the Vendor and the Purchaser and dated as of the following date: the 26th day of October, 2021 (collectively, the “**Extras Amendment**”).
- 5) Notwithstanding the terms of the Extras Amendment and the Purchase Agreement, including, without limitation, Section 4 of the Extras Amendment and Sections 6 and 7 of Schedule X of the Purchase Agreement, the parties hereto acknowledge and agree that the Extras Amendment is hereby deleted in its entirety and the amendment attached as Schedule B to this Agreement is hereby inserted in its place.
- 6) Section 5(b) of the Purchase Agreement shall be deleted and replaced in its entirety with the following

Closing Date: The “Closing Date” or “Closing” shall be the later of (i) the Occupancy Date, (ii) a date fixed by the Vendor that is at least ten (10) days after the Vendor’s solicitors notifies the Purchaser or their solicitor of the registration of the Corporation and (iii) the date fixed by the Vendor that is at least ten (10) days after the date on which an Approval and Vesting Order is issued by the Ontario Superior Court of Justice approving this Agreement and the transaction contemplated therein (the “AVO”) and (iv) the date fixed by the Vendor that is at least ten (10) days following the date on which any appeals or motions to set aside or vary the AVO have been finally determined, upon which date a transfer of title to the Unit shall be delivered to the Purchaser. The Purchaser covenants and agrees that they will, at their own expense, complete the transaction in accordance with the notice aforesaid and register the transfer of title immediately upon delivery of the transfer to them.

- 7) The parties agree that the following condition shall be added as an Early Termination Condition to paragraph 6(d) of the Addendum attached to the Purchase Agreement:

AVO Condition: This Agreement is conditional upon, on or before the Closing Date, the issuance by the

Acknowledgment and Amending Agreement – Jefferson Properties Limited Partnership

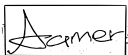
Ontario Superior Court of Justice of the AVO (as defined in this Purchase Agreement) and the dismissal of any appeals or motions to set aside or vary the AVO which would have the effect of preventing the Vendor from conveying title to the Purchaser. This condition shall be in favour of the Vendor and, if this condition is not fulfilled, the Vendor shall be entitled to terminate this Agreement by notice to the Purchaser, in which event the Vendor shall be released from its obligations under this Agreement.

- 8) The parties hereto acknowledge and agree that the Statement of Critical Dates attached to the Purchase Agreement is hereby deleted in its entirety and the Statement of Critical Dates attached as Schedule C to this Agreement is hereby inserted in its place.
- 9) The parties hereto acknowledge and agree that this Agreement is entirely voluntary, that the Purchaser has no obligation to sign this Agreement and that the Purchase Agreement will still be valid if the Purchaser does not sign this Agreement.
- 10) Notwithstanding the revised Statement of Critical Dates being agreed to by the parties herein, the parties hereto acknowledge and agree that the Purchaser shall be entitled to make any claims for Delayed Closing Compensation after Closing, based on the existing Critical Dates in the Purchase Agreement, as same may have been amended or extended by the Vendor in accordance with the terms of the Purchase Agreement.
- 11) As an inducement to the Purchaser for entering into this Agreement and in full satisfaction of any claims which the Purchaser may have against the Vendor pursuant to the Purchase Agreement in connection with any of matters addressed herein, excluding delayed Taron occupancy closing compensation, the Vendor hereby covenants and agrees to credit the Purchase on the statement of adjustment to be delivered on the Closing an amount equal to [REDACTED] against the Purchase Price.
- 12)
 - a) The Vendor and Purchaser agree that, notwithstanding anything to the contrary in the Purchase Agreement, all interim occupancy fees otherwise payable by the Purchaser pursuant to Section 5(a) of Schedule "X" of the Agreement shall accrue during the interim occupancy period but shall not be payable by the Purchaser except as an adjustment to the Purchase Price on final closing of the transaction. The parties further agree that Schedule B (Adjustments on Closing) to the Taron Addendum is hereby amended to include interim occupancy fees so accrued under Section 5(a) of Schedule "X" as an adjustment to the Purchase Price on closing.
 - b) The Vendor and Purchaser agree that the deposit due on the Occupancy Date pursuant to the Purchase Agreement, as amended, in the amount of [REDACTED] Dollars, shall no longer be payable upon the Occupancy Date. For clarity, this amount shall be included in the unpaid balance of the Purchase Price due upon the Unit Transfer Date pursuant to the terms of the Purchase Agreement,
- 13) The Vendor agrees that the Occupancy Date for the Unit, as determined under the Purchase Agreement, shall not be set on or before September 11, 2025.
- 14) This Agreement shall be read together with the terms of the Purchase Agreement and, except as amended by this Agreement, all terms of the Purchase Agreement shall remain in full force and effect.
- 15) All capitalized terms used herein and not otherwise defined shall, unless the context otherwise requires, have the respective meanings ascribed to such terms in the Purchase Agreement.
- 16) This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their respective administrators, executors, heirs, successors and assigns.
- 17) The Purchaser confirms that they have been advised to take this Agreement to their lawyer and confirms that they have received the benefit of independent legal advice prior to executing this Agreement.
- 18) This Agreement may be executed in one or more counterparts. When each party has executed and delivered to each of the others, or their agents, an executed counterpart, this Agreement shall be deemed to be fully executed and delivered and all counterparts shall then constitute a single agreement.
- 19) Each party to this Agreement may execute an electronic copy hereof and each party to this Agreement may rely upon an electronic copy of an executed copy hereof as if such copy was an originally executed copy of this Agreement.
- 20) If any portion of this Acknowledgement and Amending Agreement is prohibited in whole or in part in any jurisdiction, such portion shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining portions of this Acknowledgement and Amending Agreement and shall, as to such jurisdiction, be deemed to be severed from this Acknowledgement and Amending Agreement to the extent of such prohibition.

[signature page immediately follows]

Receiver's Motion Record p. 166
Acknowledgment and Amending Agreement – Jefferson Properties Limited Partnership

Executed by the Purchaser this 30 day of SEPTEMBER, 2025.



Witness: AAMER WALI
(Please print name)

Signed by:

53E73EF2342E4AF...

Purchaser: Khawaja, Salman Khan
(Please print name) Salman Khawar

Witness: _____
(Please print name)

Purchaser: _____
(Please print name)

Executed by the Vendor this 01 day of October, 2025.

**JEFFERSON PROPERTIES LIMITED PARTNERSHIP by
its sole general partner, 2011836 ONTARIO CORP.**

Per:  _____

Name: Bryan Gelman
A.S.O.

I have the authority to bind the Partnership.

Receiver's Motion Record p. 167
Acknowledgment and Amending Agreement – Jefferson Properties Limited Partnership

SCHEDULE "A"

SITE PLAN AND LEGAL NUMBER

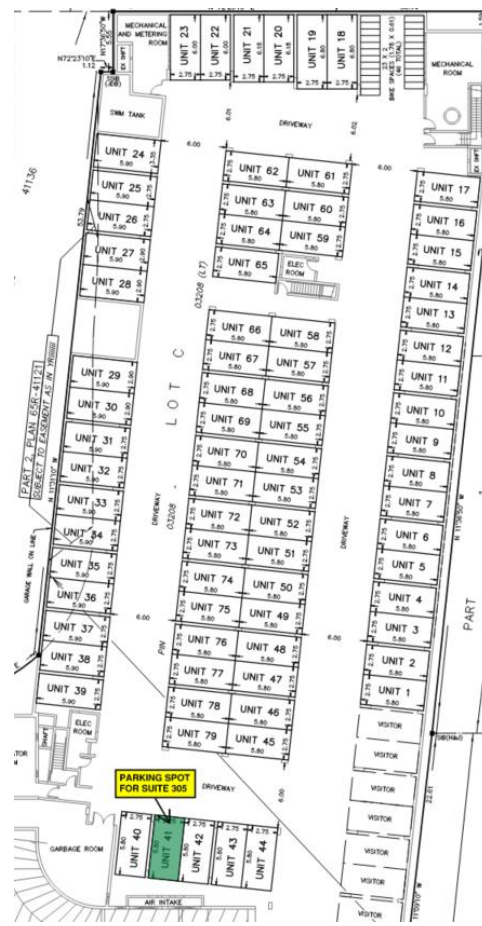
Unit Legal Number: Level 2, Unit 41

Parking Unit Legal Number: Level A, Unit 41

Suite 305 – Location on Site Plan



Parking Level A, Unit 41
 Location on Site Plan



SCHEDULE “B”

EXTRAS AMENDMENT

Appointment Disclaimer:

PURCHASER HAS ATTENDED A COLOUR APPOINTMENT AND HAS DECLINED ANY ADDITIONAL UPGRADES OTHER THAN THOSE STATED HEREIN.

Purchaser accepts and acknowledges that there will be no further changes/additions/deletions to be made upon signing

Appointment Disclaimer:

This is your direction on the following terms and conditions:

1. No structural changes can be made after acceptance of the Agreement of Purchase and Sale. After the completion and submission of the Colour Chart, there will be no further changes, revisions, deletions and upgrades allowed, save and except for discontinued items that must be re-selected.
2. The Purchasers acknowledge and accept that they shall not be entitled to any credit whatsoever for any changes and/or upgraded finishes that are included in the Agreement of Purchase and Sale should they elect to alter, replace or delete any of the above structural changes and/or upgraded finishes.
3. If the work on the house has progressed beyond the point where any of the items covered by this extra cannot be installed due to timing, then this order is to be cancelled and any monies paid in connection with same is to be refunded to the Purchaser, without interest.
4. The Vendor will undertake to incorporate the work covered by the sales extra in the construction of the house but will not be liable to Purchaser in any way, if for any reason the work covered by the extra is not carried out. In that event, any monies paid in connection with same shall be returned to the Purchaser, without interest.
5. It is agreed and understood that if for any reason whatsoever the transaction of Purchase and Sale is not completed, the total cost of extras are not refundable to the Purchaser.
6. Extras or changes will not be processed unless signed by the Vendor, and a cheque for the total cost of extras ordered above accompanies this request. All items herein requested shall be from the Vendor's standard samples unless otherwise noted.
7. In the event any extras are not completed on or before closing, the Purchaser covenants and agrees to close the transaction notwithstanding the noncompliance or non-installation of said extras.
8. The information provided above takes precedence over any sketch that is attached hereto.
9. The prices quoted above are contingent upon the extras being ordered at the time of this Offer. In the event extras and upgrades are added by Amendment to the Purchase Price and are subsequently cancelled due to declined financing, an administration fee of \$1,000 will be payable on closing as an adjustment.
10. Subsequent to execution of this contract, no deposits will be refunded and in the event of the Purchaser not proceeding with the contract, the deposit will be forfeited as associated damages and not a penalty.
11. The total shown above must be paid in full upon completion of the colour selection chart, prior to construction. Failure to do so will result in construction proceeding as detailed in Schedule A.
12. Purchaser acknowledges and accepts the extras at their stated costs and hereby accepts the deduction of the above amount from their deposit in the event that this offer of purchase does not close.

JEFFERSON HEIGHTS

UNIT NUMBER: 305

MODEL TYPE: Azalea

PURCHASER NAMES:

VENDOR:

AGREEMENT DATE:

COLOUR PACKAGE: Polar White, Sapphire

Item	Description	Specification
Throughout		
Basement Floor	Luxury Vinyl Plank	Dynamix Hardcore Juniper
Above Grade Floor	Engineered Hardwood	Oak – Silver Powder
Door	Standard Interior	1 Panel
Door Hardware		Satin Nickel Lever
Door Hinge sets		Satin Nickel
Base	Paint Grade	4" Flat Stock MDF Base
Casing	Paint Grade	2.75" Flat Stock MDF Base
Stair Tread, Riser, Pickets, Hand Rail	Oak	Stained to match LVP
Fireplace Enclosure	Paint grade	Drywall
Ceilings		Smooth Finish
Main Hallway/Laundry		
Entry Tile	Porcelain Tile	Brina 12"x24" Matte
Laundry Room Tile	Ceramic Tile	12" x 12" White Ceramic Tile
Kitchen		
Kitchen Cabinets Uppers	Shaker Panel	Classic White, Sherwood Shaker
Kitchen Cabinets Lower	Shaker Panel	Classic White, Sherwood Shaker
Cabinet pull	Black Knob	K002-05
Main Countertop	Quartz	Statuario Classico Polished
Backsplash	Quartz	Statuario Classico Polished
Island Cabinet	Shaker Panel	Classic White, Sherwood Shaker
Island Countertop		Statuario Classico Polished
Island Waterfall		None
Kitchen Faucet		Moen Method 7585
Kitchen Sink	Satin Stainless Steel	Reginox Undermount Sink – RDU1831-7
USB Outlet		
Main Bathroom/Powder Room		
Floor	Porcelain Tile	Brina 12"x24" Matte
Base	Paint Grade	4" Flat Stock MDF Base
Cabinet	Flat Panel	Classic White
Cabinet Pull	Black Knob	K002-05
Countertop	Quartz	Statuario Classico Polished
Faucet		Moen Vinchy
Tub		Phoenix Skirted Bath PA6030L/R
Tub Faucet Set		Moen Chateau TL183
Tub Surround	Porcelain Tile	Brina 12"x24" Polished
Powder Room Sink	Pedestal	Caprice Pedestal Lavatory 4313DMX, 4344DMX
Toilet	White Toilet	Gerber Maxwell Toilet GWS20902
Washroom Sink	Undermount Sink	Emery Petite 4220CJY
Towel Bar/Ring, Toilet Paper Holder, Robe Hook	Polished Chrome	
Master Ensuite		
Floor	Porcelain Tile	Brina 24"x24" Matte
Base	Paint Grade	4" Flat Stock MDF Base
Cabinet	Shaker Panel	Classic White, Sherwood Shaker
Cabinet Pull	Black Knob	K002-05
Countertop		Statuario Classico Polished
Basin Faucet		Moen Vinchy
Shower Faucet Set		Moen Chateau TL182
Shower Floor	Porcelain Tile	Grey Hexagon
Shower Jamb	Quartz	White
Shower Surround	Porcelain Tile	Brina 24"x24" Polished
Shower Door Hardware	Glass Door, Chrome Handle	
Appliances		
Fridge	Stainless Steel	32" Aviva ARBM177SE
Stove/Range	Stainless Steel	Whirlpool Electric Range YWEE515S0LS
Dishwasher	Stainless Steel	Whirlpool Dishwasher WDTA50SAKZ
Range Hood	Stainless Steel	N/A
Microwave	Stainless Steel	Whirlpool Microwave Hood YWMH31017HS
Washer	White	Whirlpool Front Load Washer WFW560CHW
Dryer	White	Whirlpool Electric Dryer YWED5620HW
Exterior Features		
Rooftop Terrace		Duradek Vinyl Decking
Entire Lot is Sodded, Except for Paved Areas		
Touchless/Keyless Front Door Entry		
Exterior Lighting at Entry Door and Balcony		
Home Comfort Systems		
Forced Air Combo Heating System	Owned Unit	
Central Air Conditioning Unit	Owned Unit	
Heat Recovery Ventilator	Owned Unit	
Smart Thermostat	Nest	
High Efficiency Gas-Operated, Tankless Hot Water Heater		
Pre-wiring rough in for television cable, phone and data		

Receiver's Motion Record p. 170
Acknowledgment and Amending Agreement – Jefferson Properties Limited Partnership

SCHEDULE “C”

STATEMENT OF CRITICAL DATES

See attached.

Condominium Form (Tentative Occupancy Date)

Property 5 Bancroft Lane

Statement of Critical Dates

Delayed Occupancy Warranty

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. **The Vendor must complete all blanks set out below. Both the Vendor and Purchaser must sign this page.**

NOTE TO HOME BUYERS: Home buyers are encouraged to refer to the Home Construction Regulatory Authority's website www.hcraontario.ca to confirm a vendor's licence status prior to purchase as well as to review advice about buying a new home. Please visit Tarion's website: www.tarion.com for important information about all of Tarion's warranties including the Delayed Occupancy Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. The Warranty Information Sheet, which accompanies your purchase agreement and has important information, is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the occupancy of your home.

VENDOR JEFFERSON PROPERTIES LIMITED PARTNERSHIP

Full Name(s)

PURCHASER Khawaja, Salman Khan

Full Name(s)

1. Critical Dates

The **First Tentative Occupancy Date**, which is the date that the Vendor anticipates the home will be completed and ready to move in, is:

the 30 day of January 2023

The Vendor can delay Occupancy on one or more occasions by setting a subsequent **Tentative Occupancy Date**, in accordance with section 1 of the Addendum by giving proper written notice as set out in section 1.

By no later than 30 days after the Roof Assembly Date (as defined in section 12), with at least 90 days prior written notice, the Vendor shall set either (i) a **Final Tentative Occupancy Date**; or (ii) a **Firm Occupancy Date**.

For purchase agreements signed after the Roof Assembly Date, the First Tentative Occupancy Date is inapplicable and the Vendor shall instead elect and set either a Final Tentative Occupancy Date or Firm Occupancy Date.

the ___ day of ___, 20__.
Final Tentative Occupancy Date

or

the ___ day of ___, 20__.
Firm Occupancy Date

If the Vendor sets a Final Tentative Occupancy Date but cannot provide Occupancy by the Final Tentative Occupancy Date, then the Vendor shall set a **Firm Occupancy Date** that is no later than 120 days after the Final Tentative Occupancy Date, with proper written notice as set out in section 1 below.

If the Vendor cannot provide Occupancy by the Firm Occupancy Date, then the Purchaser is entitled to delayed occupancy compensation (see section 7 of the Addendum) and the Vendor must set a Delayed Occupancy Date which cannot be later than the Outside Occupancy Date.

The **Outside Occupancy Date**, which is the latest date by which the Vendor agrees to provide Occupancy, is:

the 31st day of October 2025.

2. Notice Period for an Occupancy Delay

Changing an Occupancy date requires proper written notice. The Vendor, without the Purchaser's consent, may delay Occupancy one or more times in accordance with section 1 of the Addendum and no later than the Outside Occupancy Date.

Notice of a delay beyond the First Tentative Occupancy Date must be given no later than:

(i.e., at least **90 days** before the First Tentative Occupancy Date), or else the First Tentative Occupancy Date automatically becomes the Firm Occupancy Date.

the 1st day of November 2022

3. Purchaser's Termination Period

If the home is not complete by the Outside Occupancy Date, then the Purchaser can terminate the transaction during a period of **30 days** thereafter (the "**Purchaser's Termination Period**"), which period, unless extended by mutual agreement, will end on:

the 1st day of December 2025

If the Purchaser terminates the transaction during the Purchaser's Termination Period, then the Purchaser is entitled to delayed occupancy compensation and to a full refund of all monies paid plus interest (see sections 7, 10 and 11 of the Addendum).

Note: Any time a Critical Date is set or changed as permitted in the Addendum, other Critical Dates may change as well. At any given time the parties must refer to: the most recent revised Statement of Critical Dates; or agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulas contained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 5 of the Addendum).

Acknowledged this 01 day of Oct, 2025.

VENDOR: JEFFERSON PROPERTIES LIMITED PAR

PURCHASER: Khawaja, Salman Khan:

Per: 
Authorized Signing Officer.

APPENDIX C



Court File No. CV-23-00710795-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE	)	WEDNESDAY, THE 28TH
	)	
JUSTICE CONWAY	)	DAY OF JANUARY, 2026

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and -

2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,

1000162801 ONTARIO CORP., AMERICAN CORPORATION

and 1000199992 ONTARIO CORP.

Respondents

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

APPROVAL AND VESTING ORDER (STACKED UNIT 305)

THIS MOTION, made by Albert Gelman Inc. in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of Jefferson Properties Limited Partnership ("JPLP") and 2011836 Ontario Corp. ("201Co," and, together with

JPLP, the "**Debtors**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between JPLP, as vendor, and Salman Khawar Khawaja (born February 3, 1984), as purchaser (the "**Purchaser**"), dated June 3, 2021 (as amended June 4, 2021, October 26 and 28, 2021 and October 1, 2025) and appended to the First Supplement to the Sixth Report of the Receiver dated December 9, 2025 (the "**First Supplement**"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the First Supplement and the Eighth Report of the Receiver dated January 14, 2026 and on hearing the submissions of counsel for the Receiver and those other parties listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the Lawyer's Certificate of Ryan Shah dated January 15, 2026:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by JPLP is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed

trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Cavanagh dated December 21, 2023; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. THIS COURT ORDERS that upon the registration in Land Registry Office #65 of an Application for Vesting Order in the form prescribed by the Land Titles Act and/or the Land Registration Reform Act, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "**Real Property**") in fee simple, and is hereby directed to:

- (a) delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto; and
- (b) vest title to the Real Property in the Purchaser as herein provided, free and clear of, and without regard to, any relevant writs of executions that may

have been filed with the Sheriff as against each and every registered owner of the Real Property, either before or after the date of this Order.

4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

6. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtors;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and

shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

Justice Barbara
Conway

Digitally signed by Justice
Barbara Conway
Date: 2026.02.12 23:08:32
-05'00'

Schedule A – Form of Receiver's Certificate

Court File No. CV-23-00710795-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and –

2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,

1000162801 ONTARIO CORP., AMERICAN CORPORATION

and 1000199992 ONTARIO CORP.

Respondents

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

RECEIVER'S CERTIFICATE

RECITALS

- (a) Pursuant to an Order of the Honourable Justice Cavanagh of the Ontario Superior Court of Justice Commercial List (the "**Court**") dated December 21, 2023, Albert Gelman Inc. was appointed as the receiver (the

"Receiver") of the undertaking, property and assets of Jefferson Properties Limited Partnership and 2011836 Ontario Corp. (together the **"Debtors"**).

- (b) Pursuant to an Order of the Court dated January 28, 2026, the Court approved the agreement of purchase and sale made as of June 3, 2021 (as amended from time to time, the **"Sale Agreement"**) between the JPLP, as vendor, and Salman Khawar Khawaja, as purchaser (the **"Purchaser"**), and provided for the vesting in the Purchaser of the Debtors' right, title and interest in and to the Unit, which vesting is to be effective with respect to the Unit upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Unit; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the transaction contemplated by the Sale Agreement (the **"Transaction"**) has been completed to the satisfaction of the Receiver.
- (c) Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Unit payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and

3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____
[DATE].

**Albert Gelman Inc., in its capacity as
Receiver of the undertaking, property
and assets of the Debtors, and not in its
personal capacity**

Per: _____

Name:

Title:

Schedule B – Purchased Assets

As in PIN 30136-0056:

UNIT 41, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1604 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3877442; CITY OF RICHMOND HILL; and

As in PIN 30136-0101:

UNIT 41, LEVEL A, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1604 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3877442; CITY OF RICHMOND HILL.

Schedule C – Claims to be deleted and expunged from title to Real Property

Instrument Number	Registration	Date	Instrument Type
YR3059206		2020/01/22	CHARGE
YR3059207		2020/01/22	NO ASSGN RENT GEN
YR3391499		2022/03/08	CHARGE PARTNERSHIP
YR3391500		2022/03/08	NO ASSGN RENT GEN
YR3391505		2022/03/08	POSTPONEMENT
YR3391506		2022/03/08	POSTPONEMENT
YR3394837		2022/03/15	CHARGE PARTNERSHIP
YR3394838		2022/03/15	POSTPONEMENT
YR3573855		2023/07/14	CHARGE PARTNERSHIP
YR3573856		2023/07/14	NO ASSGN RENT GEN
YR3573875		2023/07/14	POSTPONEMENT
YR3573876		2023/07/14	POSTPONEMENT
YR3633117		2023/12/21	CONSTRUCTION LIEN
YR3633148		2023/12/21	CONSTRUCTION LIEN
YR3633578		2023/12/22	APL COURT ORDER
YR3639060		2024/01/18	CONSTRUCTION LIEN
YR3639938		2024/01/23	CONSTRUCTION LIEN
YR3640642		2024/01/25	CERTIFICATE
YR3640988		2024/01/25	CONSTRUCTION LIEN

YR3641032	2024/01/26	CERTIFICATE
YR3641202	2024/01/26	CONSTRUCTION LIEN
YR3641779	2024/01/29	CONSTRUCTION LIEN
YR3641791	2024/01/30	CERTIFICATE
YR3641807	2024/01/30	CERTIFICATE
YR3642669	2024/01/31	CONSTRUCTION LIEN
YR3642916	2024/01/31	CONSTRUCTION LIEN
YR3644513	2024/02/06	CERTIFICATE
YR3644991	2024/02/07	CONSTRUCTION LIEN
YR3648247	2024/02/15	CONSTRUCTION LIEN
YR3649549	2024/02/21	CONSTRUCTION LIEN
YR3650696	2024/02/26	CERTIFICATE
YR3652169	2024/02/29	CONSTRUCTION LIEN
YR3654135	2024/03/05	CONSTRUCTION LIEN
YR3654276	2024/03/06	CERTIFICATE
YR3654700	2024/03/07	CONSTRUCTION LIEN
YR3654913	2024/03/07	CERTIFICATE
YR3654920	2024/03/07	CONSTRUCTION LIEN
YR3655108	2024/03/08	CONSTRUCTION LIEN
YR3655160	2024/03/08	CONSTRUCTION LIEN
YR3655638	2024/03/11	CONSTRUCTION LIEN
YR3656016	2024/03/12	CERTIFICATE
YR3659634	2024/03/22	CERTIFICATE

YR3659635	2024/03/22	CERTIFICATE
YR3659990	2024/03/25	CONSTRUCTION LIEN
YR3661692	2024/03/28	CONSTRUCTION LIEN
YR3664929	2024/04/10	CERTIFICATE
YR3665046	2024/04/10	CERTIFICATE
YR3667343	2024/04/17	CERTIFICATE
YR3668010	2024/04/18	CERTIFICATE
YR3670417	2024/04/25	CONSTRUCTION LIEN
YR3671162	2024/04/29	CERTIFICATE
YR3672182	2024/05/01	CERTIFICATE
YR3672188	2024/05/01	CERTIFICATE
YR3682798	2024/05/31	CERTIFICATE
YR3699638	2024/07/17	CERTIFICATE
YR3854586	2025/10/23	APL COURT ORDER

**Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property**

(unaffected by the Vesting Order)

Instrument Number	Registration	Date	Instrument Type
RH69583		1979/04/06	BYLAW
YR2622073		2017/02/07	TRANSFER EASEMENT
YR2644669		2017/03/28	TRANSFER EASEMENT
YR2817498		2018/04/18	TRANSFER EASEMENT
YR2817501		2018/04/18	RESTRICTION-LAND
YR2849828		2018/07/16	BYLAW
YR3197795		2021/01/22	NOTICE
YRCP1604		2025/12/16	STANDARD CONDO PLN
YR3877442		2025/12/16	CONDO DECLARATION

Permitted encumbrances shall also include those by-laws, rules and regulations of the condominium corporation, together with all amendments thereof, entered into by or in favour of the condominium corporation and registered against title to the Real Property pursuant to or in connection with the Condominium Act, 1998 (Ontario), as amended from time to time.

**CAMERON STEPHENS MORTGAGE
CAPITAL LTD.**
Applicant

2011836 ONTARIO CORP., et al.
and
Respondents

Court File No. CV-23-00710795-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
APPLICATION UNDER SUBSECTION 243(1) OF
THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c. B-3, AS AMENDED AND SECTION
101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43,
AS AMENDED**
Proceeding commenced at Toronto

**APPROVAL AND VESTING ORDER
(STACKED UNIT 305)**

Paliare Roland Rosenberg Rothstein LLP
155 Wellington Street West, 35th Floor
Toronto ON M5V 3H1
Tel: 416.646.4300

Jeffrey Larry (LSO# 44608D)
Tel: 416.646-4330
jeff.larry@paliareroland.com

Kartiga Thavaraj (LSO# 75291D)
Tel: 416.646.6317
kartiga.thavaraj@paliareroland.com

Ryan Shah (LSO# 88250C)
Tel: 416.646-6356
ryan.shah@paliareroland.com

**Lawyers for the Receiver,
Albert Gelman Inc.**

APPENDIX D

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

Purchaser(s): **KHAWAJA SALMAN KHAWAR**

Vendor: **ALBERT GELMAN INC., SOLELY IN ITS CAPACITY AS COURT
APPOINTED RECEIVER OF JEFFERSON PROPERTIES LIMITED
PARTNERSHIP AND 2011836 ONTARIO CORP. (AS GENERAL
PARTNER)**

Property: SUITE 305 UNIT 41 LEVEL 2

Date of Agreement: June 3rd, 2021

It is hereby understood and agreed between the undersigned parties hereto that the following changes will be made to the above-mentioned Agreement of Purchase and Sale, as amended from time to time (collectively, the “**Agreement**”) and except for such changes noted below all other terms and conditions in the Agreement shall remain as stated therein:

1. **Purchase Price.** The Parties hereby agree that the Purchase Price of the Agreement, as amended, shall be changed from [REDACTED] (the “**Original Price**”) to [REDACTED] (the “**New Price**”).

For greater certainty, except as expressly amended herein, all deposit provisions, adjustments, and payment mechanics set out in the Agreement, as amended from time to time, shall continue in full force and effect without amendment.

2. **Inducement Payment.** The Parties hereby agree that the Section 11 of the acknowledgment and amending agreement dated October 1st, 2025 shall hereby be deleted, and the [REDACTED] credit described therein shall not reflect on the statement of adjustments. Notwithstanding this deletion, the parties acknowledge and agree that the difference in the Original Price and New Price shall fully satisfy any claims which the Purchaser may have against the Vendor pursuant to the Agreement in connection with any matters addressed therein.
3. **Occupancy Fee Calculation.** The Parties hereby agree that the all interim occupancy fees payable under Section 12(a) of the acknowledgement and amending agreement dated October 1st, 2025, shall, notwithstanding having accrued during the interim occupancy period, shall be calculated as an adjustment on Closing with reference to the New Price, rather than the Original Price.
4. **Consent to Judgment.** Contemporaneously with the execution of this amendment, the Purchaser shall cause his counsel to execute the Consent to Judgment attached hereto as Schedule “1” on behalf of the Purchaser and to provide such executed Consent to Judgment to counsel to the Vendor. Counsel to the Vendor shall hold the executed Consent to Judgment in escrow and is entitled to release the Consent to Judgment to the Vendor (and the Vendor shall thereafter be entitled to rely upon the Consent to Judgment to obtain judgment against the Purchaser) immediately and without notice to the Purchaser in the event the Purchaser commits an act of default under the Agreement. In the event the Purchaser completes the transaction for the purchase of the Unit on the Closing

Date as contemplated by the Agreement, counsel to the Vendor shall forthwith thereafter destroy the Consent to Judgment.

5. **Closing Date Amendment.** The Parties acknowledge and agree that any Closing Date set prior to the execution of this agreement is hereby null and void. Paragraph 5(b) of the Purchase Agreement shall be deleted and replaced in its entirety with the following:

Closing Date: the “Closing Date” or “Closing” shall be the later of (i) a date fixed by the Vendor that is at least ten (10) days after the date on which an Approval and Vesting Order (the “Revised AVO”) is issued by the Ontario Superior Court of Justice approving the Agreement, as amended by the within amendment dated May 8, 2026, and (ii) a date fixed by the Vendor that is at least ten (10) days after the date on which any appeals or motions to set aside or vary the revised AVO have been finally determined, upon which date a transfer of title to the Unit shall be delivered to the Purchaser. The Purchaser covenants and agrees that they will, at their own expense, complete the transaction in accordance with the notice aforesaid and register the transfer of title immediately upon delivery of the transfer to them.

6. **Headings.** The headings in this Amendment are inserted for convenience of reference only and shall not affect the construction or interpretation of this Amendment or any provision hereof.
7. **Counterparts.** This Amendment may be executed in counterparts and delivered electronically, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(The remainder of this page is left blank intentionally; signatory page follows.)

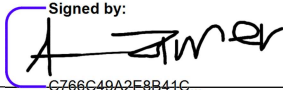
Receiver's Motion Record p. 190

MISSISSAUGA

A.W. RS
12th

Dated at 5/12/2026, this ~~8th~~ day of May, 2026.

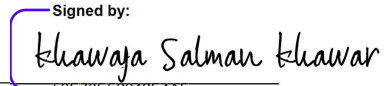
Signed by:



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Witness AAMER WALI

Signed by:



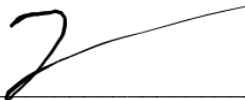
53E73EF2342E4AF...

Purchaser: Salman Khan Khawaja

A.W. RS
12th

Dated at Toronto, this ~~8th~~ day of May, 2026.

**ALBERT GELMAN INC., SOLELY IN ITS
CAPACITY AS COURT APPOINTED RECEIVER
OF JEFFERSON PROPERTIES LIMITED
PARTNERSHIP AND 2011836 ONTARIO CORP. (AS
GENERAL PARTNER)**

Per: 

Name: Tom McElroy

Title: Authorized Signing Officer

Date: May 12, 2026

I have authority to bind the Corporation

[SCHEDULE 1 - CONSENT TO JUDGMENT]

APPENDIX E

PROPERTY DESCRIPTION:		UNIT 41, LEVEL A, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1604 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3877442; CITY OF RICHMOND HILL				
PROPERTY REMARKS:		FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION FOR ABSOLUTE TITLE IS 2016/12/05.				
ESTATE/QUALIFIER:		RECENTLY:		PIN CREATION DATE:		
FEE SIMPLE LT ABSOLUTE PLUS		CONDOMINIUM FROM 03208-3230		2025/12/17		
OWNERS' NAMES		CAPACITY SHARE				
2011836 ONTARIO CORP.		GPAR				
JEFFERSON PROPERTIES LIMITED PARTNERSHIP		FIRM				
REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2025/12/17 **						
**SUBJECT TO SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *						
** PROVINCIAL SUCCESSION DUTIES AND EXCEPT PARAGRAPH 11 AND ESCHEATS OR FORFEITURE **						
** TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN ABSOLUTE TITLE. **						
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
RH69583	1979/04/06	BYLAW				C
REMARKS: PLANNING ACT DEEMING NOT PLAN OF SUBDIVISION. AFFECTS ALL/PART VARIOUS LANDS (ADDED 9/6/98 BY J. SALTER DLR)						
YR2622073	2017/02/07	TRANSFER EASEMENT	\$2	IDEAL (JS) DEVELOPMENTS INC.	ROGERS COMMUNICATIONS INC.	C
YR2644669	2017/03/28	TRANSFER EASEMENT	\$2	IDEAL (JS) DEVELOPMENTS INC.	ENBRIDGE GAS DISTRIBUTION INC.	C
YR2817498	2018/04/18	TRANSFER EASEMENT	\$2	IDEAL (JS) DEVELOPMENTS INC.	ALECTRA UTILITIES CORPORATION	C
YR2817501	2018/04/18	RESTRICTION-LAND		IDEAL (JS) DEVELOPMENTS INC.		C
REMARKS: NO TRANSFER OR CHARGE SHALL BE REGISTERED WITHOUT THE CONSENT OF THE COMMISSIONER OF PLANNING & REGULATORY SERVICES OR CHIEF ADMINISTRATIVE OFFICER OF THE CORPORATION OF THE TOWN OF RICHMOND HILL.						
YR2849828	2018/07/16	BYLAW		THE CORPORATION OF THE TOWN OF RICHMOND HILL		C
REMARKS: BY-LAW 88-18 - A BY-LAW TO ASSIGN NAMES TO CERTAIN PRIVATE ROADS						
YR3059206	2020/01/22	CHARGE	\$11,000,000	IDEAL (JS) DEVELOPMENTS INC.	DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	C
YR3059207	2020/01/22	NO ASSGN RENT GEN		IDEAL (JS) DEVELOPMENTS INC.	DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	C
REMARKS: YR3059206.						
YR3197795	2021/01/22	NOTICE		THE CORPORATION OF THE CITY OF RICHMOND HILL	2011836 ONTARIO CORP.	C
YR3391499	2022/03/08	CHARGE PARTNERSHIP	\$69,093,600	2011836 ONTARIO CORP.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR3391500	2022/03/08	NO ASSGN RENT GEN		JEFFERSON PROPERTIES LIMITED PARTNERSHIP 2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
REMARKS: YR3391499.						
YR3391505	2022/03/08	POSTPONEMENT		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
REMARKS: YR3059206 TO YR3391499						
YR3391506	2022/03/08	POSTPONEMENT		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
REMARKS: YR3059207 TO YR3391499						
YR3394837	2022/03/15	CHARGE PARTNERSHIP	\$10,440,000	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	BERKLEY INSURANCE COMPANY	C
YR3394838	2022/03/15	POSTPONEMENT		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	BERKLEY INSURANCE COMPANY	C
REMARKS: YR3059206 TO						
YR3573855	2023/07/14	CHARGE PARTNERSHIP	\$5,000,000	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
YR3573856	2023/07/14	NO ASSGN RENT GEN		2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
REMARKS: YR3573855.						
YR3573875	2023/07/14	POSTPONEMENT		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
REMARKS: YR3059206, YR3059207 TO YR3573855						
YR3573876	2023/07/14	POSTPONEMENT		BERKLEY INSURANCE COMPANY	WPC GP I INC.	C
REMARKS: YR3394837 TO YR3573855						
YR3633117	2023/12/21	CONSTRUCTION LIEN	\$112,303	ECO BARRIERS INC.		C
YR3633148	2023/12/21	CONSTRUCTION LIEN	\$838,295	LEBLON CARPENTRY INC.		C
YR3633578	2023/12/22	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTSICE	ALBERT GELMAN INC.	C
REMARKS: APPOINTING ALBERT GELMAN INC. AS RECEIVER						
YR3639060	2024/01/18	CONSTRUCTION LIEN	\$49,654	EDG COR INC.		C
YR3639938	2024/01/23	CONSTRUCTION LIEN	\$75,687	COOPER EQUIPMENT RENTALS LIMITED		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR3640642	2024/01/25	CERTIFICATE		EDG COR INC.		C
	REMARKS: YR3639060					
YR3640988	2024/01/25	CONSTRUCTION LIEN	\$735,918	CORE CONSTRUCTORS LTD.		C
YR3641032	2024/01/26	CERTIFICATE		LEBLON CARPENTRY INC.	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP CAMERON STEPHENS MORTGAGE CAPITAL LTD. WPC GP I INC. BERKLEY INSURANCE COMPANY	C
	REMARKS: YR3633148					
YR3641202	2024/01/26	CONSTRUCTION LIEN	\$52,487	STEPHENSON'S RENTAL SERVICES INC.		C
YR3641779	2024/01/29	CONSTRUCTION LIEN	\$505,524	RAMA IDEAL CONSTRUCTION INC.		C
YR3641791	2024/01/30	CERTIFICATE		CORE CONSTRUCTORS LTD.		C
	REMARKS: YR3640988					
YR3641807	2024/01/30	CERTIFICATE		STEPHENSON'S RENTAL SERVICES INC.		C
YR3642669	2024/01/31	CONSTRUCTION LIEN	\$714,167	LUMBER CITY INC.		C
YR3642916	2024/01/31	CONSTRUCTION LIEN	\$20,084	JCL CONCRETE PUMPING LIMITED		C
YR3644513	2024/02/06	CERTIFICATE		ECO BARRIERS INC.		C
	REMARKS: CERTIFICATE OF ACTION					
YR3644991	2024/02/07	CONSTRUCTION LIEN	\$203,196	P.C. CAULKING & RESTORATIONS INC.		C
YR3648247	2024/02/15	CONSTRUCTION LIEN	\$809,755	MENDOZA, SANTIAGO ALFREDO		C
YR3649549	2024/02/21	CONSTRUCTION LIEN	\$171,782	RAFAT GENERAL CONTRACTOR INC.		C
YR3650696	2024/02/26	CERTIFICATE		MENDOZA, SANTIAGO ALFREDO		C
	REMARKS: YR3648247					
YR3652169	2024/02/29	CONSTRUCTION LIEN	\$128,954	WYECROFT TRIM & DOORS GROUP INC.		C
YR3654135	2024/03/05	CONSTRUCTION LIEN	\$41,974	ONTARIO TRUCKING AND DISPOSAL LTD.		C
YR3654276	2024/03/06	CERTIFICATE		WYECROFT TRIM & DOORS GROUP INC.		C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR3654700	2024/03/07	CONSTRUCTION LIEN	\$222,330	MAVEN GROUP INC.		C
YR3654913	2024/03/07	CERTIFICATE		LUMBER CITY INC.		C
YR3654920	2024/03/07	CONSTRUCTION LIEN	\$84,459	LALA GLASS & RAILING LTD.		C
YR3655108	2024/03/08	CONSTRUCTION LIEN	\$38,219	DIRECT UNDERGROUND INC.		C
YR3655160	2024/03/08	CONSTRUCTION LIEN	\$755,372	OAKDALE DRYWALL & ACOUSTICS LTD.		C
YR3655638	2024/03/11	CONSTRUCTION LIEN	\$197,139	DON FRY SCAFFOLD SERVICE INC.		C
YR3656016	2024/03/12	CERTIFICATE		RAMA IDEAL CONSTRUCTION INC.		C
YR3659634	2024/03/22	CERTIFICATE		MAVEN GROUP INC.		C
YR3659635	2024/03/22	CERTIFICATE		DIRECT UNDERGROUND INC.		C
YR3659990	2024/03/25	CONSTRUCTION LIEN	\$473,936	2035755 ONTARIO LTD; METRO AIR LTD.; 1822873 ONTARIO INC.; HERA SERVICES INC.; MATTHEW MERLA		C
YR3661692	2024/03/28	CONSTRUCTION LIEN	\$310,620	LEBLON CARPENTRY INC.		C
YR3664929	2024/04/10	CERTIFICATE		LEBLON CARPENTRY INC.	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP CAMERON STEPHENS MORTGAGE CAPITAL LTD. WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP BERKLEY INSURANCE COMPANY DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	C
YR3665046	2024/04/10	CERTIFICATE		OAKDALE DRYWALL & ACOUSTICS LTD.	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP CAMERON STEPHENS MORTGAGE CAPITAL LTD., WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP BERKLEY INSURANCE COMPANY DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR3667343	2024/04/17	CERTIFICATE	\$105,552	COOPER EQUIPMENT RENTALS LIMITED	ONTARIO SUPERIOR COURT OF JUSTICE	C
YR3668010	2024/04/18	CERTIFICATE		P.C. CAULKING & RESTORATIONS INC.		C
YR3670417	2024/04/25	CONSTRUCTION LIEN		EMERGENCY PROPANE SERVICES INC. ARTHUR AERIAL LIFTS INC. 207875 ONTARIO LTD.		C
YR3671162	2024/04/29	CERTIFICATE		DON FRY SCAFFOLD SERVICE INC.		C
REMARKS: YR3655638						
YR3672182	2024/05/01	CERTIFICATE		ONTARIO TRUCKING AND DISPOSAL LTD.		C
YR3672188	2024/05/01	CERTIFICATE		JCL CONCRETE PUMPING LIMITED		C
YR3682798	2024/05/31	CERTIFICATE		RAFAT GENERAL CONTRACTOR INC.		C
REMARKS: YR3649549						
YR3699638	2024/07/17	CERTIFICATE		2035755 ONTARIO LTD.; METRO AIR LTD; 1822873 ONTARIO INC.; HERA SERVICES INC.;MATTHEW MERLA;; EMERGENCY PROPANE SERVICES INC..; ET AL		C
YR3854586	2025/10/23	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	ALBERT GELMAN INC.	C
REMARKS: YR3059206						
YRCP1604	2025/12/16	STANDARD CONDO PLN				C
YR3877442	2025/12/16	CONDO DECLARATION		2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

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



LAND
REGISTRY
OFFICE #65

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

Receiver's Motion Record p. 198

30136-0056 (LT)

PAGE 1 OF 5
PREPARED FOR URSULA NICOLA
ON 2026/01/13 AT 15:12:26

teranet eXpress

PROPERTY DESCRIPTION: UNIT 41, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1604 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3877442; CITY OF RICHMOND HILL

PROPERTY REMARKS: FOR THE PURPOSE OF THE QUALIFIER THE DATE OF REGISTRATION FOR ABSOLUTE TITLE IS 2016/12/05.

ESTATE/QUALIFIER:

FEE SIMPLE
LT ABSOLUTE PLUS

RECENTLY:

CONDOMINIUM FROM 03208-3230

PIN CREATION DATE:

2025/12/17

OWNERS' NAMES

2011836 ONTARIO CORP.

JEFFERSON PROPERTIES LIMITED PARTNERSHIP

<u>CAPACITY</u>	<u>SHARE</u>
-----------------	--------------

GPAR

FIRM

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND	DELETED INSTRUMENTS	SINCE 2025/12/17 **		
**SUBJECT TO	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPHS 3 AND 14 AND *					
**	PROVINCIAL SUCCESSION DUTIES AND	EXCEPT PARAGRAPH 11	AND ESCHEATS OR FORFEITURE **			
**	TO THE CROWN UP TO THE DATE OF REGISTRATION WITH AN	ABSOLUTE TITLE. **				
NOTE: THE	NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY					
RH69583	1979/04/06	BYLAW				C
	REMARKS: PLANNING ACT DEEMING NOT	PLAN OF SUBDIVISION.	AFFECTS ALL/PART VARIOUS LANDS (ADDED 9/6/98 BY J. SALTER DLR)			
YR2622073	2017/02/07	TRANSFER EASEMENT	\$2	IDEAL (JS) DEVELOPMENTS INC.	ROGERS COMMUNICATIONS INC.	C
YR2644669	2017/03/28	TRANSFER EASEMENT	\$2	IDEAL (JS) DEVELOPMENTS INC.	ENBRIDGE GAS DISTRIBUTION INC.	C
YR2817498	2018/04/18	TRANSFER EASEMENT	\$2	IDEAL (JS) DEVELOPMENTS INC.	ALECTRA UTILITIES CORPORATION	C
YR2817501	2018/04/18	RESTRICTION-LAND		IDEAL (JS) DEVELOPMENTS INC.		C
	REMARKS: NO TRANSFER OR CHARGE SHALL BE REGISTERED WITHOUT THE CONSENT OF THE COMMISSIONER OF PLANNING & REGULATORY SERVICES OR CHIEF ADMINISTRATIVE OFFICER OF THE CORPORATION OF THE TOWN OF RICHMOND HILL.					
YR2849828	2018/07/16	BYLAW		THE CORPORATION OF THE TOWN OF RICHMOND HILL		C
	REMARKS: BY-LAW 88-18 - A BY-LAW TO	ASSIGN NAMES TO CERTAIN PRIVATE ROADS				
YR3059206	2020/01/22	CHARGE	\$11,000,000	IDEAL (JS) DEVELOPMENTS INC.	DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	C
YR3059207	2020/01/22	NO ASSGN RENT GEN		IDEAL (JS) DEVELOPMENTS INC.	DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	C
	REMARKS: YR3059206.					
YR3197795	2021/01/22	NOTICE		THE CORPORATION OF THE CITY OF RICHMOND HILL	2011836 ONTARIO CORP.	C
YR3391499	2022/03/08	CHARGE PARTNERSHIP	\$69,093,600	2011836 ONTARIO CORP.	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR3391500	2022/03/08	NO ASSGN RENT GEN		JEFFERSON PROPERTIES LIMITED PARTNERSHIP 2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
REMARKS: YR3391499.						
YR3391505	2022/03/08	POSTPONEMENT		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
REMARKS: YR3059206 TO YR3391499						
YR3391506	2022/03/08	POSTPONEMENT		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	CAMERON STEPHENS MORTGAGE CAPITAL LTD.	C
REMARKS: YR3059207 TO YR3391499						
YR3394837	2022/03/15	CHARGE PARTNERSHIP	\$10,440,000	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	BERKLEY INSURANCE COMPANY	C
YR3394838	2022/03/15	POSTPONEMENT		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	BERKLEY INSURANCE COMPANY	C
REMARKS: YR3059206 TO						
YR3573855	2023/07/14	CHARGE PARTNERSHIP	\$5,000,000	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
YR3573856	2023/07/14	NO ASSGN RENT GEN		2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
REMARKS: YR3573855.						
YR3573875	2023/07/14	POSTPONEMENT		DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP	C
REMARKS: YR3059206, YR3059207 TO YR3573855						
YR3573876	2023/07/14	POSTPONEMENT		BERKLEY INSURANCE COMPANY	WPC GP I INC.	C
REMARKS: YR3394837 TO YR3573855						
YR3633117	2023/12/21	CONSTRUCTION LIEN	\$112,303	ECO BARRIERS INC.		C
YR3633148	2023/12/21	CONSTRUCTION LIEN	\$838,295	LEBLON CARPENTRY INC.		C
YR3633578	2023/12/22	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTSICE	ALBERT GELMAN INC.	C
REMARKS: APPOINTING ALBERT GELMAN INC. AS RECEIVER						
YR3639060	2024/01/18	CONSTRUCTION LIEN	\$49,654	EDG COR INC.		C
YR3639938	2024/01/23	CONSTRUCTION LIEN	\$75,687	COOPER EQUIPMENT RENTALS LIMITED		C

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR3640642	2024/01/25	CERTIFICATE		EDG COR INC.		C
	REMARKS: YR3639060					
YR3640988	2024/01/25	CONSTRUCTION LIEN	\$735,918	CORE CONSTRUCTORS LTD.		C
YR3641032	2024/01/26	CERTIFICATE		LEBLON CARPENTRY INC.	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP CAMERON STEPHENS MORTGAGE CAPITAL LTD. WPC GP I INC. BERKLEY INSURANCE COMPANY	C
	REMARKS: YR3633148					
YR3641202	2024/01/26	CONSTRUCTION LIEN	\$52,487	STEPHENSON'S RENTAL SERVICES INC.		C
YR3641779	2024/01/29	CONSTRUCTION LIEN	\$505,524	RAMA IDEAL CONSTRUCTION INC.		C
YR3641791	2024/01/30	CERTIFICATE		CORE CONSTRUCTORS LTD.		C
	REMARKS: YR3640988					
YR3641807	2024/01/30	CERTIFICATE		STEPHENSON'S RENTAL SERVICES INC.		C
YR3642669	2024/01/31	CONSTRUCTION LIEN	\$714,167	LUMBER CITY INC.		C
YR3642916	2024/01/31	CONSTRUCTION LIEN	\$20,084	JCL CONCRETE PUMPING LIMITED		C
YR3644513	2024/02/06	CERTIFICATE		ECO BARRIERS INC.		C
	REMARKS: CERTIFICATE OF ACTION					
YR3644991	2024/02/07	CONSTRUCTION LIEN	\$203,196	P.C. CAULKING & RESTORATIONS INC.		C
YR3648247	2024/02/15	CONSTRUCTION LIEN	\$809,755	MENDOZA, SANTIAGO ALFREDO		C
YR3649549	2024/02/21	CONSTRUCTION LIEN	\$171,782	RAFAT GENERAL CONTRACTOR INC.		C
YR3650696	2024/02/26	CERTIFICATE		MENDOZA, SANTIAGO ALFREDO		C
	REMARKS: YR3648247					
YR3652169	2024/02/29	CONSTRUCTION LIEN	\$128,954	WYECROFT TRIM & DOORS GROUP INC.		C
YR3654135	2024/03/05	CONSTRUCTION LIEN	\$41,974	ONTARIO TRUCKING AND DISPOSAL LTD.		C
YR3654276	2024/03/06	CERTIFICATE		WYECROFT TRIM & DOORS GROUP INC.		C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR3654700	2024/03/07	CONSTRUCTION LIEN	\$222,330	MAVEN GROUP INC.		C
YR3654913	2024/03/07	CERTIFICATE		LUMBER CITY INC.		C
YR3654920	2024/03/07	CONSTRUCTION LIEN	\$84,459	LALA GLASS & RAILING LTD.		C
YR3655108	2024/03/08	CONSTRUCTION LIEN	\$38,219	DIRECT UNDERGROUND INC.		C
YR3655160	2024/03/08	CONSTRUCTION LIEN	\$755,372	OAKDALE DRYWALL & ACOUSTICS LTD.		C
YR3655638	2024/03/11	CONSTRUCTION LIEN	\$197,139	DON FRY SCAFFOLD SERVICE INC.		C
YR3656016	2024/03/12	CERTIFICATE		RAMA IDEAL CONSTRUCTION INC.		C
YR3659634	2024/03/22	CERTIFICATE		MAVEN GROUP INC.		C
YR3659635	2024/03/22	CERTIFICATE		DIRECT UNDERGROUND INC.		C
YR3659990	2024/03/25	CONSTRUCTION LIEN	\$473,936	2035755 ONTARIO LTD; METRO AIR LTD.; 1822873 ONTARIO INC.; HERA SERVICES INC.; MATTHEW MERLA		C
YR3661692	2024/03/28	CONSTRUCTION LIEN	\$310,620	LEBLON CARPENTRY INC.		C
YR3664929	2024/04/10	CERTIFICATE		LEBLON CARPENTRY INC.	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP CAMERON STEPHENS MORTGAGE CAPITAL LTD. WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP BERKLEY INSURANCE COMPANY DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	C
YR3665046	2024/04/10	CERTIFICATE		OAKDALE DRYWALL & ACOUSTICS LTD.	2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP CAMERON STEPHENS MORTGAGE CAPITAL LTD., WPC GP I INC. WINDSOR PRIVATE CAPITAL LIMITED PARTNERSHIP BERKLEY INSURANCE COMPANY DRAGON HOLDING GLOBAL REAL ESTATE FUNDS SPC	C

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
YR3667343	2024/04/17	CERTIFICATE	\$105,552	COOPER EQUIPMENT RENTALS LIMITED	ONTARIO SUPERIOR COURT OF JUSTICE	C
YR3668010	2024/04/18	CERTIFICATE		P.C. CAULKING & RESTORATIONS INC.		C
YR3670417	2024/04/25	CONSTRUCTION LIEN		EMERGENCY PROPANE SERVICES INC. ARTHUR AERIAL LIFTS INC. 207875 ONTARIO LTD.		C
YR3671162	2024/04/29	CERTIFICATE		DON FRY SCAFFOLD SERVICE INC.		C
REMARKS: YR3655638						
YR3672182	2024/05/01	CERTIFICATE		ONTARIO TRUCKING AND DISPOSAL LTD.		C
YR3672188	2024/05/01	CERTIFICATE		JCL CONCRETE PUMPING LIMITED		C
YR3682798	2024/05/31	CERTIFICATE		RAFAT GENERAL CONTRACTOR INC.		C
REMARKS: YR3649549						
YR3699638	2024/07/17	CERTIFICATE		2035755 ONTARIO LTD.; METRO AIR LTD; 1822873 ONTARIO INC.; HERA SERVICES INC.;MATTHEW MERLA;; EMERGENCY PROPANE SERVICES INC..; ET AL		C
YR3854586	2025/10/23	APL COURT ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	ALBERT GELMAN INC.	C
REMARKS: YR3059206						
YRCP1604	2025/12/16	STANDARD CONDO PLN				C
YR3877442	2025/12/16	CONDO DECLARATION		2011836 ONTARIO CORP. JEFFERSON PROPERTIES LIMITED PARTNERSHIP		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

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APPENDIX F



Court File No. CV-23-00710795-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	FRIDAY, THE 19TH
	)	
JUSTICE J. DIETRICH	)	DAY OF DECEMBER, 2025

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and -

2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,
1000162801 ONTARIO CORP., AMERICAN CORPORATION
and 1000199992 ONTARIO CORP.

Respondents

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

PERMITTED TRANSACTION AUTHORIZATION ORDER

THIS MOTION, made by Albert Gelman Inc. in its capacity as receiver and manager (in such capacity, the “**Receiver**”) without security, of all present and future property, assets and undertakings of 2011836 Ontario Corp. and Jefferson Properties Limited Partnership (collectively, the “**Debtors**”), including the real property listed in Schedule “A” to the order of Justice Cavanagh, dated December 21, 2023 (the “**Appointment Order**”), for an Order approving, among other things, various amendments to the Appointment Order.

ON READING the Fresh as Amended Notice of Motion of the Receiver, the Sixth Report of the Receiver dated September 9, 2025 (the “**Sixth Report**”) and the First Supplement to the Sixth Report dated December 9, 2025 (the “**First Supplement**”), the Second Supplement to the Sixth Report dated December 17, 2025 (the “**Second Supplement**”) and on hearing the submissions of counsel for the Receiver and the other parties listed on the counsel slip, no one appearing for any other party although duly served as appears from the Lawyer’s Certificates of Service of Ryan Shah, dated December 10, 2025,

A. Definitions

1. THIS COURT ORDERS that, for the purposes of this Order, capitalized terms not otherwise defined herein shall have the meaning given to them in the First Supplement.

B. Service

2. THIS COURT ORDERS that the time for service and filing of the Receiver’s Fresh as Amended Notice of Motion and Fresh as Amended Motion Record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

3. THIS COURT ORDERS that, for the avoidance of doubt, service of the Receiver’s Fresh as Amended Notice of Motion and Fresh as Amended Motion Record is validated as against Fanseay Wang.

C. Approval of Receiver’s Reports and Receiver’s Fees and Activities

4. THIS COURT ORDERS that the First Supplement and the Second Supplement and the Receiver’s activities set out therein are hereby ratified and approved, provided, however, that only the Receiver in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

5. THIS COURT ORDERS that the fees and disbursements of the Receiver and its legal counsel as described in the First Supplement, the fee affidavit of Bryan Gelman sworn December 8, 2025 and the fee affidavit of Candace Baumtrog sworn December 9, 2025 are hereby approved.

D. Amendments to Appointment Order

6. THIS COURT ORDERS that subsection 3(k) of the Appointment Order be deleted in its entirety and replaced with the following:

“(k) to sell, convey, transfer, or assign the Property or any part or parts thereof out of the ordinary course of business, including the Units (as this term is defined in the Sixth Report of the Receiver, dated September 9, 2025),

a. if the transaction is not in respect of a Unit, (1) without the approval of this Court in respect of any transaction not exceeding \$250,000 or (2) with the approval of this Court, in respect of any other transaction; or

b. if the transaction is in respect of a Unit, (1) without the approval of this Court, provided that (a) the total consideration (taking into account any incentives, rebates or discounts on the purchase price) payable by the purchaser(s) for the Unit under an agreement of purchase and sale is not less than the target price for that Unit (such price being the “**Target Price**”) set out in Confidential Appendix 1 to the Second Supplement to the Sixth Report of the Receiver, dated December 17, 2025 and (b) the agreement of purchase and sale is substantially in the form of either the Freehold Template or the Stacked Template (as both of these terms are defined in

the First Supplement to the Sixth Report of the Receiver, date December 9, 2025), as applicable, subject to such minor deviations from the Template APSs (as this term is defined in the First Supplement to the Sixth Report of the Receiver, date December 9, 2025) as the Receiver deems appropriate, or (2) with the approval of the Court,

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

7. THIS COURT ORDERS that the form of vesting order attached hereto as **Appendix B** be and is hereby approved for use by the Receiver in completing a Permitted Transaction with respect to any of the Units.

8. THIS COURT ORDERS that the Template APSs are hereby approved for use in connection with Permitted Transactions.

9. THIS COURT ORDERS that, for each Permitted Transaction, the Receiver and its legal counsel are hereby authorized to complete each vesting order with the following information:

(a) the name of the purchaser(s);

(b) the legal description of the applicable Unit(s) that form the subject matter of the Permitted Transaction; and

(c) any encumbrances to be discharged or permitted encumbrances.

10. THIS COURT ORDERS that, upon completion of a draft vesting order by the Receiver with respect to a Permitted Transaction (a “**Completed Vesting Order**”) as contemplated by paragraph 9 hereto, counsel for the Receiver shall present the Completed Vesting Order to the Registrar of the Ontario Superior Court of Justice (Commercial List), together with a Certificate signed by the Receiver, substantially in the form attached hereto as **Appendix A**, attaching a copy of the agreement of purchase and sale (and any applicable amendments) confirming the name of the purchaser(s) of the purchased Unit(s) and the details of the purchased Unit(s). The Court Registrar is authorized, empowered and directed to sign, issue and enter each Completed Vesting Order as presented to it in accordance with this Order, without the need for any attendance in Court by counsel for any party.

E. Payments and Distributions

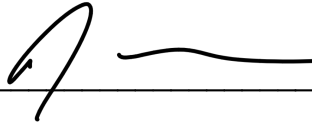
11. THIS COURT AUTHORIZES the Receiver to distribute the proceeds of the Transactions in accordance with the Interim Distribution, as described in the First Supplement.

F. Sealing Order

12. THIS COURT ORDERS that the Confidential Appendices to the First Supplement and the Confidential Appendices to the Second Supplement shall be treated as confidential, sealed and not form part of the public court record until the Project is complete and all of the Units are sold or until further order of the Court.

G. General

13. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Toronto Time on the date hereof and are enforceable without the need for entry, filing, or a specific form of electronic signature stamp.



A handwritten signature in black ink, consisting of a large, stylized 'A' followed by a horizontal line, is written over a horizontal line.

Appendix “A” – Form of Receiver’s Certificate (Approval of Order)

Court File No. CV-23-00710795-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and -

**2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,
1000162801 ONTARIO CORP., AMERICAN CORPORATION
and 1000199992 ONTARIO CORP.**

Respondents

RECEIVER’S CERTIFICATE (APPROVAL OF ORDER)

RECITALS

1. Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the “Court”) dated December 21, 2023 (the “**Appointment Order**”), Albert Gelman Inc. was appointed as the receiver (the “**Receiver**”) of the property, assets and undertakings of Jefferson Properties Limited Partnership and 2011836 Ontario Corp. (together, the “**Debtors**”), including real property located at 39, 53 and 67 Jefferson Side Road, Richmond Hill, Ontario (the “**Real Property**”);

2. Terms not otherwise defined in this certificate, shall have the meaning given to them in the First Supplement to the Sixth Report of the Receiver dated December 9, 2025; and

3. Pursuant to an Order of the Court dated December 19, 2025 (the “**Authorization Order**”), the Court, among other things:

(a) authorized the Receiver to complete any transaction for the Units, without the approval of the Court, provided that:

(i) the total consideration for the Unit under an agreement of purchase and sale is not less than the Target Price of that Unit; and

(ii) the agreement of purchase and sale for such transaction is substantially in the form of either the Freehold Template or the Stacked Template, subject to such minor deviations from the Template APSs as the Receiver deems appropriate (each such transaction being a “**Permitted Transaction**”); and

(b) approved a form of vesting order for use by the Receiver in completing a Permitted Transaction, without the need for a court attendance by counsel for any party;

(c) approved the Template APSs; and

(d) authorized the Receiver and its legal counsel to complete a draft vesting order with respect to a Permitted Transaction and to present to the Registrar

of the Ontario Superior Court of Justice (Commercial List) the completed vesting order together with a certificate of the Receiver attaching a copy of the agreement of purchase and sale confirming the name of the purchaser(s) and the description of the purchased property.

THE RECEIVER CERTIFIES the following:

- (i) The Receiver entered into an Agreement of Purchase and Sale with
 - (the “**Purchaser**”) for the sale of the Unit(s) bearing the following legal description: • (the “**Transaction**”);
- (ii) The Transaction is a Permitted Transaction as defined and described in the Appointment Order, as amended by the Authorization Order; and
- (iii) A copy of the Agreement of Purchase and Sale is enclosed with the Certificate, and this Agreement of Purchase and Sale is substantially in the form of [**the Freehold Template or the Stacked Template**], subject to such minor deviations from the [**Freehold Template or the Stacked Template**] as the Receiver has deemed appropriate.

This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE]

Albert Gelman Inc., solely in its capacity as Receiver of the Debtors and the Real Property, and not in its personal capacity

Per: _____

Name:

Title:

Appendix “B” – Form of Vesting Order

Court File No. CV-23-00710795-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE) _____DAY, THE _____
JUSTICE J. DIETRICH)
DAY OF _____, 20__

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and -

**2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,
1000162801 ONTARIO CORP., AMERICAN CORPORATION
and 1000199992 ONTARIO CORP.**

Respondents

APPROVAL AND VESTING ORDER

THIS MOTION, made by Albert Gelman Inc. in its capacity as the Court appointed receiver (the “**Receiver**”) of the residential units (the “**Units**”) located at the real property legally described in Appendix A to the Order appointing the Receiver granted by this Court on December 21, 2023, constituting property of Jefferson Properties Limited Partnership and 2011836 Ontario Corp. (together, the “**Debtors**”), for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between _____ (the “**Purchaser**”) and the Receiver dated _____, as amended from time to time, and vesting in

the Purchaser the Debtors' right, title and interest in and to the property described in Schedule "B" hereto (the "**Purchased Assets**"), was heard this day by the Registrar,

ON READING the Certificate of the Receiver dated _____, 20_____
and the Order of the Honourable Justice J. Dietrich dated December 19, 2025:

APPROVAL AND VESTING

1. **THIS COURT ORDERS** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Receiver is hereby authorized and approved, with such minor and non-material amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2. **THIS COURT ORDERS** that, upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "A" hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule "B" hereto shall vest absolutely in the Purchaser free and clear of and from any and all encumbrances, security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Cavanagh dated December

21, 2023; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule “C” hereto (all of which are collectively referred to as the “**Encumbrances**”, which term shall not include the encumbrances listed on Schedule “D” hereto) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3. **THIS COURT ORDERS** that, upon the registration in Land Registry Office for the Land Titles Division of York (No. 65) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the real property identified in Schedule “B” hereto (such real property being the “**Real Property**”) in fee simple, and is hereby directed to:

- (a) delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto; and
- (b) vest title to the Real Property in the Purchaser as herein provided, free and clear of, and without regard to, any relevant writs of executions that may have been filed with the Sheriff as against each and every registered owner of the Real Property, either before or after the date of this Order.

4. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver’s

Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. **THIS COURT ORDERS AND DIRECTS** the Receiver to file with the Court a copy of the Receiver's Certificate, as soon as practicable after delivery thereof.

6. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtors,

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

GENERAL

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

8. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. on the date hereof and is enforceable without further need for entry, filing, or a specific form of electronic signature stamp.

Schedule “A” – Form of Receiver’s Certificate (Closing)

Court File No. CV-23-00710795-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and -

**2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,
1000162801 ONTARIO CORP., AMERICAN CORPORATION
and 1000199992 ONTARIO CORP.**

Respondent

RECEIVER’S CERTIFICATE (CLOSING)

RECITALS

- (a) Pursuant to the Order of Honourable Justice Cavanagh of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated December 21, 2023 (the “**Appointment Order**”), Albert Gelman Inc. was appointed as the receiver (the “**Receiver**”) of the property, assets and undertakings of Jefferson Properties Limited Partnership and 2011836 Ontario Corp. (together, the “**Debtors**”) located at 39, 53 and 67 Jefferson Side Road, Richmond Hill, Ontario (the “**Real Property**”);

- (b) Terms not otherwise defined in this certificate, shall have the meaning given to them in the First Supplement to the Sixth Report of the Receiver dated December 9, 2025; and
- (c) Pursuant to an Order of the Court dated December 19, 2025, the Court, among other things:
 - (i) authorized the Receiver to complete any transaction for the Units, without the approval of the Court, provided that the transaction is a Permitted Transaction;
 - (ii) approved a form of vesting order for use by the Receiver in completing a Permitted Transaction; and
 - (iii) authorized the Receiver and its legal counsel to complete a draft vesting order with respect to a Permitted Transaction and to present the completed vesting order together with a certificate of the Receiver attaching a copy of the agreement of purchase and sale confirming the name of the purchaser(s) and the description of the purchased property.
- (d) Pursuant to an Approval and Vesting Order of the Court dated • (the “**AVO**”), the Court approved the agreement of purchase and sale (the “**Sale Agreement**,” and the transaction contemplated by such Sale Agreement being the “**Transaction**”) made as •, as amended from time to time, between the Receiver and • (the “**Purchaser**”) and provided for the vesting

in the Purchaser of the Debtors' right, title and interest in and to the Purchased Assets (as defined in the AVO), which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price (as defined in the Sale Agreement) for the Purchased Assets; (ii) that the conditions to Closing (as defined in the Sale Agreement) set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets payable on the Closing Date (as defined in the Sale Agreement) pursuant to the Sale Agreement;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE]

Albert Gelman Inc., solely in its capacity as Receiver of the Debtors and the Real Property, and not in its personal capacity

Per: _____

Name:

Title:

Schedule “B” – Purchased Assets

**Schedule “C” – Claims to be Deleted and Expunged from Title to the Real
Property**

**Schedule “D” – Permitted Encumbrances Related to the Real Property (unaffected
by the Vesting Order)**

**CAMERON STEPHENS MORTGAGE
CAPITAL LTD.**

Applicant

and

2011836 ONTARIO CORP., et al.

Respondents

Court File No. CV-23-00710795-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
APPLICATION UNDER SUBSECTION 243(1) OF
THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c. B-3, AS AMENDED AND SECTION
101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43,
AS AMENDED
Proceeding commenced at Toronto**

**PERMITTED TRANSACTION
AUTHORIZATION ORDER**

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Tel: 416.646-6356
ryan.shah@paliareroland.com
Lawyers for the Receiver, Albert Gelman Inc.

APPENDIX G

SCHEDULE “H”

(PROPOSED REBATE)

1. On March 25, 2026, the Ontario government announced a proposed expansion of the HST rebate for new homes (the “**Proposed Rebate**”) purchased pursuant to agreements of purchase and sale signed between April 1, 2026 and March 31, 2027.
2. The Purchaser acknowledges and agrees that the laws and/or regulations required to permit the Proposed Rebate to apply to the herein transaction may not be enacted and/or issued, as appropriate (and may never be enacted and/or issued) prior to the Closing Date. Further, while the Proposed Rebate may apply to the herein transaction (in respect of which the Vendor makes no representation or warranty whatsoever), the Closing Date may predate the availability and use of any forms, applications and other documents required by the Government to assign the Proposed Rebate to the Vendor (or to such other party as the Vendor may otherwise require or direct).
3. The Purchaser and the Vendor acknowledge, accept and agree that, notwithstanding any provisions of this Agreement to the contrary and, without limiting the foregoing, despite any provision in this Agreement that indicates that the Purchase Price includes any portion of the HST payable thereon:
 - (a) HST applies to this transaction;
 - (b) Notwithstanding Paragraphs 4 through 9 of Schedule “D” of this Agreement, such HST is **in addition to** the Purchase Price, in the amount of \$_____ (the “**Specific HST Payable**”) and shall be paid by the Purchaser to the Vendor on the Closing Date as an adjustment in addition to the Purchase Price; and
 - (c) the Purchaser acknowledges and agrees that the Specific HST Payable amount noted herein is an estimate only is subject to change. The final amount of HST payable will be determined by the Vendor and may increase as a result of the Canada Revenue Agency requirements for calculation of total consideration for the transaction contemplated by this Agreement, which may change as a result of the value of any upgrades, extras, or changes, any other applicable amounts payable by the Purchaser pursuant to this Agreement, or such other matters and payments occurring pursuant to this transaction.
4. Notwithstanding the foregoing, if, by the Closing Date, the aforementioned laws and/or regulations have been enacted and/or issued, as appropriate, and the forms, applications and other documents required by the Government to assign the Proposed Rebate, as aforesaid, are available, and the Vendor is satisfied that the Proposed Rebate is available to the Purchaser and applicable to this transaction, then notwithstanding anything hereinbefore or hereinafter provided to the contrary, and at the sole and absolute discretion of the Vendor:
 - (a) Save and except for any conflicts or inconsistencies with the terms of this Schedule, the Proposed Rebate shall be deemed to be included in the definition of “Rebate”, as contained within Schedule “D” of this Agreement; accordingly, all references to Rebate in this Agreement shall include the Proposed Rebate;
 - (b) the Purchaser shall assign such Rebate to the Vendor in accordance with the provisions set out in this Agreement; and
 - (c) the amount of HST payable by the Purchaser in respect of the Purchase Price on the Closing Date shall be reduced by the amount of the Rebate so assigned to the Vendor, with such reduction being credited accordingly on the statement of adjustments for the herein transaction.

For greater certainty, if the Proposed Rebate is not enacted, available, or otherwise applicable to this transaction for any reason in the sole discretion of the Vendor, all other rebates, refunds, credits, or incentives otherwise available to the Purchaser under this Agreement or applicable law shall continue to apply unaffected and be dealt with in accordance with the terms of this Agreement.

5. In the event that there is any inconsistency or conflict between the provisions contained in this Schedule and the provisions contained in the Agreement, the provisions of this Schedule shall have priority over and shall override the provisions contained in the Agreement to the extent of the inconsistency or conflict.

Dated this _____ day of _____, 202____.

Vendor’s Initials:

Purchaser’s Initials:

Purchaser’s Initials:

SCHEDULE “H”

(PROPOSED REBATE)

1. On March 25, 2026, the Ontario government announced a proposed expansion of the HST rebate for new homes (the “**Proposed Rebate**”) purchased pursuant to agreements of purchase and sale signed between April 1, 2026 and March 31, 2027.
2. The Purchaser acknowledges and agrees that the laws and/or regulations required to permit the Proposed Rebate to apply to the herein transaction may not be enacted and/or issued, as appropriate (and may never be enacted and/or issued) prior to the Closing Date. Further, while the Proposed Rebate may apply to the herein transaction (in respect of which the Vendor makes no representation or warranty whatsoever), the Closing Date may predate the availability and use of any forms, applications and other documents required by the Government to assign the Proposed Rebate to the Vendor (or to such other party as the Vendor may otherwise require or direct).
3. The Purchaser and the Vendor acknowledge, accept and agree that, notwithstanding any provisions of this Agreement to the contrary and, without limiting the foregoing, despite any provision in this Agreement that indicates that the Purchase Price includes any portion of the HST payable thereon:
 - (a) HST applies to this transaction;
 - (b) Notwithstanding Paragraph 36 of Schedule “X” of this Agreement, such HST is **in addition to** the Purchase Price, in the amount of \$_____ (the “**Specific HST Payable**”) and shall be paid by the Purchaser to the Vendor on the Closing Date as an adjustment in addition to the Purchase Price; and
 - (c) the Purchaser acknowledges and agrees that the Specific HST Payable amount noted herein is an estimate only is subject to change. The final amount of HST payable will be determined by the Vendor and may increase as a result of the Canada Revenue Agency requirements for calculation of total consideration for the transaction contemplated by this Agreement, which may change as a result of the value of any upgrades, extras, or changes, any other applicable amounts payable by the Purchaser pursuant to this Agreement, or such other matters and payments occurring pursuant to this transaction.
4. Notwithstanding the foregoing, if, by the Closing Date, the aforementioned laws and/or regulations have been enacted and/or issued, as appropriate, and the forms, applications and other documents required by the Government to assign the Proposed Rebate, as aforesaid, are available, and the Vendor is satisfied that the Proposed Rebate is available to the Purchaser and applicable to this transaction, then notwithstanding anything hereinbefore or hereinafter provided to the contrary, and at the sole and absolute discretion of the Vendor:
 - (a) Save and except for any conflicts or inconsistencies with the terms of this Schedule, the Proposed Rebate shall be deemed to be included in the definition of “Rebate”, as contained within Schedule “X” of this Agreement; accordingly, all references to Rebate in this Agreement shall include the Proposed Rebate;
 - (b) the Purchaser shall assign such Rebate to the Vendor in accordance with the provisions set out in this Agreement; and
 - (c) the amount of HST payable by the Purchaser in respect of the Purchase Price on the Closing Date shall be reduced by the amount of the Rebate so assigned to the Vendor, with such reduction being credited accordingly on the statement of adjustments for the herein transaction.

For greater certainty, if the Proposed Rebate is not enacted, available, or otherwise applicable to this transaction for any reason in the sole discretion of the Vendor, all other rebates, refunds, credits, or incentives otherwise available to the Purchaser under this Agreement or applicable law shall continue to apply unaffected and be dealt with in accordance with the terms of this Agreement.

5. In the event that there is any inconsistency or conflict between the provisions contained in this Schedule and the provisions contained in the Agreement, the provisions of this Schedule shall have priority over and shall override the provisions contained in the Agreement to the extent of the inconsistency or conflict.

Dated this _____ day of _____, 202____.

Vendor’s Initials:

Purchaser’s Initials:

Purchaser’s Initials:

APPENDIX H



Court File No. CV-23-00710795-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE

)

FRIDAY, THE 27th

JUSTICE KIMMEL

)

DAY OF NOVEMBER, 2025

)

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and -

**2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,
1000162801 ONTARIO CORP., AMERICAN CORPORATION
and 1000199992 ONTARIO CORP.**

Respondents

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

ORDER (SALES PROCESS)

THIS MOTION, made by Albert Gelman Inc. in its capacity as receiver and manager (in such capacity, the “**Receiver**”) without security, of all present and future property, assets and undertakings of 2011836 Ontario Corp. and Jefferson Properties Limited Partnership (collectively, the “**Debtors**”), including the real property listed in Schedule “A” to the order of Justice Cavanagh, dated December 21, 2023 (the “**Appointment Order**”), for an Order approving the Sales Process (as defined below),

AND THIS CROSS-MOTION made by Fanseay Wang for various relief against the Receiver,

were heard on October 23, 2025 by judicial videoconference via Zoom in Toronto, Ontario, with reasons released this day.

ON READING the Notice of Motion of the Receiver, the Sixth Report of the Receiver dated September 9, 2025 (the “**Sixth Report**”), the Notice of Cross-Motion of Fanseay Wang and the Affidavit of Fanseay Wang dated September 30, 2025 and on hearing the submissions of counsel for the Receiver and the other parties listed on the endorsement slip, no one appearing for any other party although duly served as appears from the Lawyer’s Certificates of Service of Ryan Shah, dated September 11, 2025;

A. Definitions

1. THIS COURT ORDERS that, for the purposes of this Order, capitalized terms not otherwise defined herein shall have the meaning given to them in the Sixth Report.

B. Service

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

3. THIS COURT ORDERS that, for the avoidance of doubt, service of the Receivers’ Notice of Motion and Motion Record is validated as against Fanseay Wang.

C. Approval of Receiver’s Reports and Receiver’s Fees and Activities

4. THIS COURT ORDERS that the Sixth Report and the Receiver’s activities set out therein are hereby ratified and approved, provided, however, that only the Receiver in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

5. THIS COURT ORDERS that the fees and disbursements of the Receiver and its legal counsel as described in the Sixth Report, the fee affidavit of Bryan Gelman sworn September 8, 2025 and the fee affidavit of Beatrice Loschiavo sworn September 9, 2025 are hereby approved.

D. Approval of Sales Process

6. THIS COURT ORDERS that the Sales Process described at pages 18 and 19 of the Sixth Report and summarized at paragraphs 10-13 of the Receiver's Factum on this motion be and is hereby approved.

E. Sealing Order

7. THIS COURT ORDERS that the Target Price List, being Confidential Appendix 1 to the Sixth Report, shall be treated as confidential, sealed and not form part of the public court record until the Project is complete and all of the Units are sold or until further order of the Court.

F. Cross-Motion

8. THIS COURT ORDERS that the Cross-Motion of Fanseay Wang is hereby dismissed.

G. Adjournment

9. THIS COURT ORDERS that the Receiver's Motion for the relief described in paragraphs (d) and (e) of the Receiver's Notice of Motion dated September 11, 2025 is hereby adjourned *sine die*.

H. General

10. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Toronto Time on the date hereof and are enforceable without the need for entry, filing, or a specific form of electronic signature stamp.

11. THIS COURT ORDERS that this Order does not affect the rights or defences of those purchasers of Units alleged to have defaulted on agreements of purchase and sale for Units entered into prior to the appointment of the Receiver (such agreement being the “**Prior Agreements**”) with respect to the Prior Agreements.

Jessica
Kimmel

Digitally signed
by Jessica Kimmel
Date: 2025.11.28
15:58:30 -05'00'

**CAMERON STEPHENS MORTGAGE
CAPITAL LTD.**
Applicant

2011836 ONTARIO CORP., et al.
and
Respondents

Court File No. CV-23-00710795-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
APPLICATION UNDER SUBSECTION 243(1) OF
THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c. B-3, AS AMENDED AND SECTION
101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43,
AS AMENDED
Proceeding commenced at Toronto**

**ORDER
(SALES PROCESS)**

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Lawyers for the Receiver, Albert Gelman Inc.

APPENDIX I



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-23-00710795-00CL

DATE: Feb. 23, 2026

NO. ON LIST: 2

TITLE OF PROCEEDING: CAMERON STEPHENS MORTGAGE CAPITAL LTD.
v. 2011836 ONTARIO CORP. et al

BEFORE: JUSTICE W.D. BLACK

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
--------------------------	---------------	--------------

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Fengxi Fansey Wang	Self-represented Defendant	fwang2025@icloud.co

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Ryan Shah	Counsel for Receiver	ryan.shah@paliareroland.com
Tom McElroy	Receiver - Albert Gelman Inc.	tmcelroy@albertgelman.com

ENDORSEMENT OF JUSTICE W.D. BLACK:

[1] The Receiver AGI (in this endorsement I will use these and other terms as defined in the materials before me) seeks an order appointing the Honourable Russell Juriansz as the sole arbitrator for a proposed arbitration between the Receiver and certain purchasers under agreements of purchase and sale for condominium units in the Project.

[2] There is no apparent opposition to the proposed referral of the matters to arbitration, nor to the appointment of the Honourable Russell Juriansz as arbitrator. Counsel for the Receiver advised that six purchasers have specifically consented to this relief, and that no purchaser has expressed opposition.

[3] One of the purchasers, Mr. Wang, attended before me today, and confirmed that he takes no position in relation to the relief sought.

[4] The one question I raised with counsel relates to a provision of the relevant agreement(s) (excerpted in paragraph 27 of the Receiver's factum) which makes it clear that the arbitrator has the discretion to determine the extent and utility of consolidating multiple arbitration proceedings (which consolidation the Receiver's proposed order provides). While I expect that consolidation here will promote and ensure efficiency, and while I expect the arbitrator may likewise see those benefits, it appears clear to me that he has the final word on that topic.

[5] Counsel for the Receiver drew my attention, in response to my question, to the language in paragraph 3 of the form of order the Receiver proposes, which expressly provides that consolidation is "subject to such further procedural orders as the Arbitrator may deem appropriate in the circumstances." I accept that this preserves the arbitrator's overriding discretion, and so I am content to grant the order sought.

[6] The order also provides for approval of the Receiver's activities and Reports to date, and for sealing of the Confidential Appendices to the First Supplement. I am satisfied that the Receiver's activities, as described in its Reports, have been reasonable and appropriate, undertaken in good faith and with due diligence, and have yielded considerable added value to the estate. I am also satisfied that the Confidential Appendices should be and remain sealed pending further order of this court.

[7] Finally, I note the Receiver's advice that it has reached settlements with two purchasers thus far, which does not impact the provisions of the order I am granting, a signed copy of which is attached.



Date: February 23, 2026

Justice W.D. Black



Court File No. CV-23-00710795-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE	)	MONDAY, THE 23RD
	)	
JUSTICE BLACK	)	DAY OF FEBRUARY, 2026

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and -

**2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,
1000162801 ONTARIO CORP., AMERICAN CORPORATION
and 1000199992 ONTARIO CORP.**

Respondents

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

ORDER (APPOINTING ARBITRATOR)

THIS MOTION, made by Albert Gelman Inc. in its capacity as receiver and manager (in such capacity, the “**Receiver**”) without security, of all present and future property, assets and undertakings of 2011836 Ontario Corp. and Jefferson Properties Limited Partnership (collectively, the “**Debtors**”), including the real property listed in Schedule “A” to the order of Justice Cavanagh, dated December 21, 2023 (the “**Appointment Order**”), for an Order appointing Honourable Justice Russell Juriansz as the sole arbitrator for the Arbitration.

ON READING the Notice of Motion of the Receiver, the Seventh Report of the Receiver dated November 21, 2025 (the “**Seventh Report**”), the Supplement to the Seventh Report of the Receiver dated December 9, 2025 (the “**First Supplement**”), and on hearing the submissions of counsel for the Receiver and the other parties listed on the counsel slip, no one appearing for any other party although duly served as appears from the Lawyer’s Certificates of Service of Ryan Shah, dated December 10, 2025;

A. Definitions

1. THIS COURT ORDERS that, for the purposes of this Order, capitalized terms not otherwise defined herein shall have the meaning given to them in the Seventh Report.

B. Appointment of Arbitrator

2. THIS COURT ORDERS that the Honourable Justice Russell Juriansz be appointed as the sole arbitrator (in such capacity, the “**Arbitrator**”) for the Arbitration.

3. THIS COURT ORDERS AND DIRECTS that the Arbitration proceed on a consolidated basis such that all of the Debtors’ claims against the Homebuyers, and all of the defenses of the Homebuyers to such claims, are heard and considered together, subject to such further procedural orders as the Arbitrator may deem appropriate in the circumstances.

C. Approval of Receiver’s Reports and Activities

4. THIS COURT ORDERS that the Seventh Report, the First Supplement and the Receiver’s activities set out therein are hereby ratified and approved, provided, however, that only the Receiver in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

D. Sealing Order

5. THIS COURT ORDERS that the Confidential Appendices to the First Supplement, shall be treated as confidential, sealed and not form part of the public court record until the Project is complete and all of the Units are sold or until further order of the Court.

E. General

6. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Toronto Time on the date hereof and are enforceable without the need for entry, filing, or a specific form of electronic signature stamp.

7. THIS COURT ORDERS that this Order does not affect the substantive rights or defences of the Homebuyers in connection with the Agreements and/or the Arbitration.



Justice W.D. Black

**CAMERON STEPHENS MORTGAGE
CAPITAL LTD.**
Applicant

2011836 ONTARIO CORP., et al.
and
Respondents

Court File No. CV-23-00710795-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
APPLICATION UNDER SUBSECTION 243(1) OF
THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c. B-3, AS AMENDED AND SECTION
101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43,
AS AMENDED
Proceeding commenced at Toronto**

**ORDER
(APPOINTING ARBITRATOR)**

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Ryan Shah (LSO# 88250C)
Tel: 416.646-6356
ryan.shah@paliareroland.com
Lawyers for the Receiver, Albert Gelman Inc.

APPENDIX J



Court File No. CV-23-00710795-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	MONDAY, THE 2ND
	)	
JUSTICE BLACK	)	DAY OF MARCH, 2026

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and -

2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,
1000162801 ONTARIO CORP., AMERICAN CORPORATION
and 1000199992 ONTARIO CORP.

Respondents

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

ANCILLARY RELIEF ORDER (STACKED UNIT 307)

THIS MOTION, made by Albert Gelman Inc. in its capacity as receiver and manager (in such capacity, the “**Receiver**”) without security, of all present and future property, assets and undertakings of 2011836 Ontario Corp. and Jefferson Properties Limited Partnership (collectively, the “**Debtors**”), including the real property listed in Schedule “A” to the order of Justice Cavanagh, dated December 21, 2023 (the “**Appointment Order**”), for an Order approving, among other things, various amendments to the Appointment Order.

ON READING the Notice of Motion of the Receiver and the Ninth Report of the Receiver dated February 23, 2026 (the “**Ninth Report**”), the Third Supplement to the Sixth Report of the Receiver dated January 8, 2026 (the “**Third Supplement**”) and the Fourth Supplement to the Sixth Report of the Receiver dated January 14, 2026 (the “**Fourth Supplement**” and, together with the Ninth Report and the Third Supplement, the “**Reports**”) and on hearing the submissions of counsel for the Receiver and the other parties listed on the counsel slip, no one appearing for any other party although duly served as appears from the Lawyer’s Certificates of Service of Ryan Shah, dated February 23, 2026;

A. Definitions

1. THIS COURT ORDERS that, for the purposes of this Order, capitalized terms not otherwise defined herein shall have the meaning given to them in the Ninth Report.

B. Service

2. THIS COURT ORDERS that the time for service and filing of the Receiver’s Notice of Motion, Motion Record and Factum is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

3. THIS COURT ORDERS that, for the avoidance of doubt, service of the Receiver’s Notice of Motion, Motion Record and Factum is validated as against Fansey Wang.

C. Distribution Scheme

4. THIS COURT ORDERS that the Receiver is hereby authorized to distribute the proceeds of Unit sales in accordance with the Distribution Scheme.

D. Approval of Receiver’s Reports and Fees

5. THIS COURT ORDERS that the Reports and the Receiver’s activities set out therein are hereby ratified and approved, provided, however, that only the Receiver in its

personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

6. THIS COURT ORDERS that the fees and disbursements of the Receiver and its counsel as described in the Ninth Report, the fee affidavit of Bryan Gelman sworn February 19, 2026, the fee affidavit of Candace Baumtrog sworn February 17, 2026 and the fee affidavit of Thanja Sothirajah affirmed February 23, 2026 are hereby approved.

E. Sealing Order

7. THIS COURT ORDERS that the Confidential Appendices to the Reports shall be treated as confidential, sealed and not form part of the public court record until:

- (a) the Project is complete and all of the Units are sold; or
- (b) further order of the Court.

F. General

8. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Toronto Time on the date hereof and are enforceable without the need for entry, filing, or a specific form of electronic signature stamp.



**CAMERON STEPHENS MORTGAGE
CAPITAL LTD.**

Applicant

and

2011836 ONTARIO CORP., et al.

Respondents

Court File No. CV-23-00710795-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
APPLICATION UNDER SUBSECTION 243(1) OF
THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c. B-3, AS AMENDED AND SECTION
101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43,
AS AMENDED
Proceeding commenced at Toronto**

ANCILLARY RELIEF ORDER

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ryan.shah@paliareroland.com
Lawyers for the Receiver, Albert Gelman Inc.

APPENDIX K

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

AND IN THE MATTER OF SECTION 101 OF THE *COURTS OF JUSTICE ACT*,
R.S.O. 1990, c. C.43, AS AMENDED

AFFIDAVIT OF BRYAN GELMAN
(sworn May 13, 2026)

I, Bryan Gelman, of the City of Toronto, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Managing Director at Albert Gelman Inc. ("**AGI**"), and, as such, I have knowledge of the matters hereinafter deposed to, except where stated to be on information and belief and whereso stated I verily believe it to be true.
2. By order (the "**Appointment Order**") of the Honourable Justice Cavanagh of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated December 21, 2023, AGI was appointed as receiver and manager (the "**Receiver**") without security, of all present and future property, assets and undertakings of 2011836 Ontario Corp. and Jefferson Properties Limited Partnership (collectively, the "**Debtors**"), including the real properties known municipally as 39, 53 and 67 Jefferson Side Road, Richmond Hill, Ontario, pursuant to 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.
3. Pursuant to the Appointment Order, the Receiver has provided services and incurred disbursements, in the amount of \$173,686.50 and \$2,319.77 (all excluding HST), respectively, during the period from February 1, 2026 to April 30, 2026 (the "**Period**"). Attached hereto and marked as **Exhibit "A"** to this my Affidavit is a summary of all invoices rendered by the Receiver on a periodic basis during the Period (the "**Accounts**").
4. True copies of the Accounts, which include a fair and accurate description of the services provided along with hours and applicable rates claimed by the Receiver, are attached as **Exhibit "B"** to this my Affidavit.
5. AGI, in its capacity as Receiver, has previously filed its first report with the Court (the "**First Report**"), two supplementary report's to the First Report, its second report to Court (the "**Second Report**"), two supplementary report's to the Second Report, its third report to Court (the "**Third Report**"), a supplementary report to the Third Report, its fourth report to Court (the "**Fourth Report**"), a supplemental report to the Fourth Report, its fifth report

to Court (the “**Fifth Report**”), its sixth report to Court (the “**Sixth Report**”), three supplemental reports to the Sixth Report, its seventh report to Court (the “**Seventh Report**”), its eighth report to Court (the “**Eighth Report**”), its ninth report to Court (the “**Ninth Report**”), its tenth report to Court (the “**Tenth Report**”) and a supplement to the Tenth Report (collectively, the “**Prior Reports**”). In addition, and contemporaneously with the filing of this Affidavit, the Receiver is filing its eleventh report to Court (the “**Eleventh Report**”). Details of the activities undertaken and services provided by the Receiver in connection with the administration of the receivership proceedings are described in the Prior Reports and the Eleventh Report.

6. In the course of performing its duties pursuant to the Appointment Order, the Receiver’s staff has expended a total of 314.1 hours during the Period. Attached as **Exhibit “C”** to this my Affidavit is a schedule setting out a summary of the individual staff involved in the administration of the receivership and the hours and applicable rates claimed by the Receiver for the Period. The average hourly rate billed by the Receiver during the Period is \$553.55.
7. The Receiver requests that this Court approve its Accounts for the Period, in the total amount of \$176,188.27 (excluding HST) for services rendered and recorded during the Period.
8. Paliare Roland Rosenberg Rothstein LLP (“**Paliare**”), as independent legal counsel to the Receiver, has also rendered services and incurred disbursements prior to and during these proceedings in a manner consistent with the instructions of the Receiver and have prepared an affidavit with respect to the services rendered for the period from February 1, 2026 to April 30, 2026`. The Receiver has reviewed the invoices rendered by Paliare during this period and is satisfied that its activities were consistent with the instructions of the Receiver.
9. To the best of my knowledge, the rates charged by the Receiver and Paliare are comparable to the rates charged for the provision of similar services by other accounting and law firms in the Toronto market.
10. I verily believe that the fees and disbursements incurred by the Receiver and Paliare are fair and reasonable in the circumstances.
11. This Affidavit is sworn in connection with a motion for an Order of this Court to, among other things, approve the fees and disbursements of the Receiver and Paliare and for no other or improper purpose.

Sworn remotely by Bryan Gelman at Toronto,
Ontario before me at Toronto, Ontario in
accordance with O. Reg. 431/20, Administering
Oath or Declaration Remotely, the 13th day of
May 2026



Tom McElroy

SVWD9AF2272UD2VR

Thomas John McElroy, a Commissioner, etc.,
Province of Ontario, for Albert Gelman Inc.
Expires February 14, 2028



Bryan Gelman

SDH5MZBBR4AWW3JT

Bryan Gelman

This is Exhibit "A" referred to in the Affidavit of
Bryan Gelman, sworn before me on
May 13, 2026



Thomas John McElroy, a Commissioner, etc.,
Province of Ontario, for Albert Gelman Inc.
Expires February 14, 2028

Albert Gelman Inc.

Exhibit A

In its capacity as Receiver and Manager of
 2011836 Ontario Corp. and Jefferson Properties Limited Partnership
 And not in its personal or corporate capacity
 Statement of Accounts

Invoice #	Period		Fees		Disbursements		Sub total		HST		Total
26-8783	February 1, 2026 to February 28, 2026	\$	51,234.00	\$	-	\$	51,234.00	\$	6,660.42	\$	57,894.42
26-8949	March 1, 2026 to March 31, 2026	\$	56,240.00	\$	334.80	\$	56,574.80	\$	7,354.72	\$	63,929.52
26-8877	April 1, 2026 to April 30, 2026	\$	66,394.50	\$	1,984.97	\$	68,379.47	\$	8,887.78	\$	77,267.25
Total		\$	173,868.50	\$	2,319.77	\$	176,188.27	\$	22,902.92	\$	199,091.19

This is Exhibit "B" referred to in the Affidavit of
Bryan Gelman, sworn before me on
May 13, 2026



Thomas John McElroy, a Commissioner, etc.,
Province of Ontario, for Albert Gelman Inc.
Expires February 14, 2028

Receiver of Jefferson Properties Limited Part et al
c/o Albert Gelman Inc. in its capacity as Court Receiver
250 Ferrand Drive, Suite 403
Toronto, ON

INVOICE

Invoice Date: Mar 9, 2026
Invoice Num: <26-8783>
Billing Through: Feb 28, 2026
File ID: JEFFERSONPROPERTIES

Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
2/1/2026	TMCELROY	Correspondence from T. Fiore and M. Jurenka re Lot 10 amendment; Sign Lot 10 amendment; Review and consider letter from counsel to Spectrum; Email to counsel re same;	0.40	\$595.00	\$238.00
2/2/2026	TSCOTT	Receive/review email request for trust account GL from T Fiore (CS) – produce and submit same; Receive/review APS confirmation notification from S Ma (Homelife) update FUNDING, INCOME, EXPENDITURES OVERVIEW – archive same; Follow-up communications with P Doucet (Glynn) seeking delivery of payment list/PCs for Feb 5 draw; Telcon M Konstanty (ECM) re [REDACTED] and disposal of surplus materials; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	2.70	\$550.00	\$1,485.00
2/2/2026	TMCELROY	Email from real estate counsel; Sign Lot 8 APS; Sign Lot 10 APS re date correction; Call with counsel re pre-receivership APS closing timeline; Review of F. Wang motion record;	1.20	\$595.00	\$714.00
2/3/2026	BGELMAN	Review and approval of trust draw cheques;	0.20	\$675.00	\$135.00
2/3/2026	JDOWDELL	Pull title searches.	0.10	\$400.00	\$40.00
2/3/2026	TSCOTT	Receive/review payment list and PCs for Feb 5 draw from P Doucet (Glynn) – verify / collate same and produce/submit cheque requisition; Initiate title search, review same to substantiate release of trade HB payments; Meeting with T McElroy re potential litigation activities; Meeting R Shah (Counsel) and T McElroy re legal matters; Collate [REDACTED] Receive/review notice of funds transfer from Y Liao (CS) – verify same and send confirmation response; Receive/review request for copies of trade/contractor documents from M Konstanty (ECM) provide archive agreements X 3; Review request for copy of referenced specific E/M Engr report – send email request to M Bajaj (MV Shore) seeking company of same; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	4.10	\$550.00	\$2,255.00

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2/3/2026	TMCELROY	Conference call with R. Shah and M. Wyrot; Conference call with R. Shah and T. Scott re CS request for documentation; Instructions to D. Cherniak re banking matters; Instructions to D. Cherniak re banking matters; Review and sign estate trust cheque; Correspondence from counsel re condo board resolution; Review of and sign condo board resolutions;	1.10	\$595.00	\$654.50
2/4/2026	BGELMAN	Review of court of appeal decision;	0.20	\$675.00	\$135.00
2/4/2026	TSCOTT	Receive/review snow removal and property management invoices from M Wywrot (LCH) - request T Fiore (CS) approve same; Receive/review approved invoices from T Fiore (CS) and query seeking verification of previously paid invoice - review Trust Acct GL and send record of payments for specified service provider; Produce/submit cheques req for Property Manager and Landscaping/Snow removal service providers; Receive exception notification email related to personal info posted on public documents - review same; Notify M Chevrier trade payment cheque ready for pick-up; Receive/review invoice from Secure Group - forward to P Doucet (Glynn) for inclusion in the Mar 5 Draw; Receive/review query from S Cosmin (HT) re drawdown on LoC - forward same to R Shah (Counsel) for review/advice; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	2.80	\$550.00	\$1,540.00
2/4/2026	TMCELROY	Review of payment certificate and summary of payments prepared by Glynn re Feb 5 Draw; Sign Feb 5 draw cheques; Review of endorsement from Court of Appeal; Review and respond to correspondence from counsel;	1.70	\$595.00	\$1,011.50
2/5/2026	BGELMAN	Attend investor call;	0.50	\$675.00	\$337.50
2/5/2026	TSCOTT	Receive/review from J Corriero (HT) monthly LoC report - archive same; Receive/review collate utility bills (x 16) - produce/submit cheque req for same; Lenders/investors meeting; Receive/review revised budget from T Fiore (CS); Review weekly sales report from S Ma (Homelife) update FUNDING, INCOME, EXPENDITURES OVERVIEW - submit for internal review, archive same; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	3.70	\$550.00	\$2,035.00

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2/5/2026	TMCELROY	Conference call with Receiver, Receiver's counsel, CS, Elevate and secured creditors; Emails from counsel, Elevate and others; Prepare Receiver's Borrowings certificate; Review of Endorsement of Justice Favreau; Updated case website; Sign broker referral agreement; Review and sign estate trust cheque;	1.80	\$595.00	\$1,071.00
2/6/2026	TSCOTT	Receive/review invoice from A Ip (MASONGSONG) forward to M Wywrot (ECM) for verification/confirmation works/services described were satisfactorily performed. Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	1.10	\$550.00	\$605.00
2/6/2026	TMCELROY	Review and responds to transaction counsel re unit title closings; Review and sign estate trust cheque;	0.40	\$595.00	\$238.00
2/8/2026	TMCELROY	Correspondence from counsel re existing litigation; Email response from J. Marriott;	0.30	\$595.00	\$178.50
2/9/2026	TSCOTT	Receive/review request from R Shah (Counsel) for copy of JPLP Partnership Agreement review archives – follow-up email to W Greenspoon (BG) requesting same; Condo Corps insurance meeting with A Facchini and S Zuliani (First Service), T Goundrova (Purves), C Baker (Westland), M Wywrot (LCH) and T McElroy; Receive/review RH Municipal tax bills (x39) – produce/submit cheque req for same – create BF notifications for payment of future installments; Receive/review letter from C Baumtrog (PR) to counsel for Spectrum Reality Services re claim – archive same; Receive/review weekly sales report from S Ma (Homelife) archive same; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	3.90	\$550.00	\$2,145.00
2/9/2026	TMCELROY	Conference call with Receiver, property manager (First Service) insurance consultant, insurance broker and Elevate re insurance policy status and renewal; Emails from Homelife, LN, Elevate and CS; Review and respond to correspondence from transaction counsel;	1.20	\$595.00	\$714.00
2/10/2026	TSCOTT	Receive/review copy of JPLP Partnership Agreement from W Greenspoon (BG) - archive same -and additional queries; Send email request to R Shah (Counsel) to respond to W Greenspoon's queries; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	1.40	\$550.00	\$770.00

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2/10/2026	TMCELROY	Call with counsel re matters related to AVOs and other matters; Several emails from LN re title closing matters; Correspondence from counsel re workflow re title closings; Conference call with Receiver, Homelife, Elevate and LN re sales process meeting; Call with Ashley D. (LN) re condo corp. resolutions; Review of condo corp. resolutions;	1.70	\$595.00	\$1,011.50
2/11/2026	TSCOTT	Closing procedures meeting R Shah (Counsel), A Demiri, M Juranka (LN), M Wywrot, M Chevrier (LCH) S Ma (Homelife) and T McElroy; Receive/review account statement from JD Barnes – send email to G Vivian requesting copies of invoices; Receive telcon M Wywrot (LCH) re utilities and property taxes requesting list of tax roll #s / addresses and copy/sample of one tax bill – produce same and send via email; Receive/review email from M Chevrier (LCH) re closings – send follow up clarification response to distribution list; Receive email request from A Demiri (LN) to provide copies property tax bills with the amount paid – send table with the amounts paid and collate paper bills for scanning; Receive/review email from M Chevrier seeking confirmation of specific trade cheque cashed – review GL - send internal query including cheque number and amount for verification of cheque cashed – subsequently notify M Chevrier (LCH) that the trade cheque remains uncashed; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	4.10	\$550.00	\$2,255.00
2/11/2026	TMCELROY	Conference call with Homelife, Receiver, Elevate and Receiver's counsel; Sign numerous documents prepare by transaction counsel Common Elements and Standard Condo bi-laws; Emails from counsel, Elevate and others; Review of Fanseay Wang aid memoire; Review of Justice Conway Endorsement; Update case website; Discuss report to Court with counsel; Approve disbursement; Sign Lot 8 APS amendment;	2.90	\$595.00	\$1,725.50
2/12/2026	DCHERNIAK	Prepared cheques;	1.50	\$325.00	\$487.50

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Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

2/12/2026	TSCOTT	Receive large file with interim tax bills (x39) set up file share access for Loopstra Nixon; Receive notification/confirmation trade cheque stop payment in effect – send cheque req for replacement; Receive/review request from Loopstra Nixon for payment status of multiple property tax rolls – produce summary report of all prop tax payments – send to LN for review; Subsequently receive/review email from LN requesting additional files – research archives and provides same; Receive/review request to revise data for CCP submission from M McLoughlin (LCH); Access Tarion portal revise, produce and submit CCP – send to M McLoughlin (LCH); Receive/review email request for utilities docs – provide same; Receive/review SOA from K Caronongan (LN) – provide CCP for same property and request clarification on purchase price/HST calculations; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	3.80	\$550.00	\$2,090.00
2/12/2026	TMCELROY	Review and sign certificates re over the counter AVOs for two APS; Prepare Receiver's affidavit;	1.70	\$595.00	\$1,011.50
2/13/2026	TSCOTT	Receive/review Glynn invoices – submit for inclusion in the Mar 5 draw payment list; Receive/review recommendation from M Wywrot (LCH) to send stop service request to Alectra for POTL 19 sale/closing Feb 17 - access Alectra portal and submit same; Telcon K Caronongan (LN) re CCP purchase price variance with SOA purchase price/HST calculations – receive APS price page for verification; Submit CCP, SOA and APS prices to M Wywrot requesting verification – subsequently receive same – access Tarion portal and resubmit CCP with corrected price and send to LN and ECM/LCH groups; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	2.30	\$550.00	\$1,265.00
2/13/2026	TMCELROY	Review and sign AVO certificates (2) re over-the-counter AVO approval;	0.20	\$595.00	\$119.00
2/14/2026	TMCELROY	Review and sign January 2026 bank reconciliation;	0.20	\$595.00	\$119.00

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2/17/2026	TSCOTT	Receive/review email from T Fiore (CS) requesting updated Terminated Condo APS refunds – produce/submit same; Receive/review Alectra bill for 39 Jefferson – produce/submit cheque req for same, send copy to M Wywrot (LCH) to confirm service is for common elements / stacked structures and allocation to occupants; Receive/review SOA from K Caronongan (LN) – submit same to M McLoughlin (LCH) with query regarding CCP; Receive/review CCP from M McLoughlin (LCH) verify CCP/SOA – send variance report to M Wywrot (LCH) for review/direction; Receive/review SOA from K Caronongan (LN) – verify CCP/SOA – send variance report to M Wywrot (LCH) for review/direction; Receive/review from J Cecchetto (DC Law) – Spectrum Counsel – letter – archive same; Review weekly sales report from S Ma (Homelife) update FUNDING, INCOME, EXPENDITURES OVERVIEW – archive same; Contemporaneous monitoring of correspondences related to counsel activities, Taron deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	3.80	\$550.00	\$2,090.00
2/17/2026	TMCELROY	Call with counsel re APS closings and other matters; Sign APS transaction certificates (3); Conference call with Receiver, Receiver's counsel, Elevate and Homelife; Numerous emails from insolvency counsel, transaction counsel, Homelife, Elevate, CS and others; Review and sign estate trust cheque; Letter from counsel to Spectrum; Email to counsel re same;	1.50	\$595.00	\$892.50
2/18/2026	TSCOTT	Receive/review email approval from T Fiore (CS) for trade holdback payment – send request for document approval annotation to same; Receive/review email from M Wywrot (LCH) re need to amend CCPs – send request for precise data to revise/edit; Receive / review response from M Wywrot (LCH) re bulk Alectra bill – send email to Customer Service (Alectra) requesting particulars related to service (Meter# and Premises services); Receive / review draft Mar 5 draw payment list from P Doucet (Glynn) – collate same and produce Draw Funding Request and submit for internal review – subsequently submit to J Marriott for fulfilment; Receive / review email from M McLoughlin (LCH) with confirmation of correct CCP warranty start dates; Contemporaneous monitoring of correspondences related to counsel activities, Taron deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	3.50	\$550.00	\$1,925.00

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Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

2/18/2026	TMCELROY	Discuss March 5 funding draw with T. Scott; Finalize Receiver's affidavit; Emails from counsel, CS, Elevate, Homelife and others; Update case website;	1.10	\$595.00	\$654.50
2/19/2026	BGELMAN	Review and signing of Receiver's fee affidavit;	0.10	\$675.00	\$67.50
2/19/2026	TSCOTT	Receive/review email from M McLoughlan (LCH) request amended of CCP warranty start date – review CCP and send email request to Tarion to clear data to facilitate revision thru Tarion Portal; Send email request to M Wywrot (LCH) for list of known closing dates to schedule utilities stop service requests; Receive/review RH Municipal tax bills - produce/submit cheque req for same; Receive/review JD Barnes invoices recommended for payment from L Wywrot (LCH) – send same to T Fiore (CS) for approval annotation to same; Receive/review from T Fiore (CS) approval annotated invoice from EZ and JD Barnes – produce/submit cheque req for same; Receive/review collate utility bills (x 9) – produce/submit cheque req for same; Lenders/Investors meeting; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	3.60	\$550.00	\$1,980.00
2/19/2026	TMCELROY	Sign unit 207 APS and related broker referral agreement; Review and sign vendor closing docs; Conference call with Receiver, Receiver's counsel, CS, Elevate and lending group; Numerous emails from Elevate, LN, PR and others; Review and sign estate trust cheques (3);	1.40	\$595.00	\$833.00

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2/20/2026	TSCOTT	Receive review closing schedule from M Wywrot – produce utility stop service table for internal controls; Send follow-up email to M Juranka (LN) seeking status of proceeds of sale funds transfer; Receive/review email from P Arsenault (Chislett) seeking status of replacement cheque – provide response to same; Receive/review email notification from J Marriott (CS) re status of funding request; Receive/review 60-Day Report Nos. 163, 164 and 165 from H Chowdry (GM Global) forward same to T Fiore (CS) describing deficiencies – archive reports; Receive/review invoice from GM Global – submit to P Doucet (Glynn) for inclusion in the Mar 5 payment list; Attempt to send stop service request to Alectra via website - contact customer service by telephone receive instruction to submit this request via email – action same; Receive/review collate utility bills – produce/submit cheque req for same; Attempt to send stop service request to Enbridge via website – receive notification that the account in question has an online profile – follow-up telcon with customer service receive confirmation that online profile is with @elevatecm.com; Produce revised external stop service tracking table and send to M Wywrot (LCH) notifying that the Enbridge online profile is with ECM and requesting ECM submit stop service requests as required and provide confirmation emails of same; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	4.90	\$550.00	\$2,695.00
2/20/2026	TMCELROY	Review of draft form of Arbitrator appointment Order; Review and sign estate trust cheque; Review and sign APS amendment; Emails from counsel, CS, Elevate and others; Discuss various matters with T. Scott;	0.60	\$595.00	\$357.00
2/22/2026	TMCELROY	Review and sign estate trust cheque;	0.10	\$595.00	\$59.50

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2/23/2026	TSCOTT	Follow-up on receipt of closing funds – send request for confirmation to Loopstra Nixon; Receive/review from Z Zhu (CS) Advisory Fee invoice (incomplete) request same to revise and resend – submit to P Doucet (Glynn) for inclusion with the Mar 5 Draw payment list; Receive/review from R Shah (Counsel) draft 9th report submit recommended edit to same; Receive/review collate utility bills (x 7) – produce/submit cheque req for same; Receive / review email notification from J Marriott (CS) re status of funding request; Receive/review Homelife invoice recommended for payment from L Wywrot (LCH) – send to T Fiore (CS) for approval annotation to same; Receive/review condo fees invoices (x8) and budgets from M Wywrot (LCH) produce summary variance report/matrix and submit for internal review – archive same; Send follow-up email to J Marriott (CS) advising funding remains a requirement; Receive internal confirmation of funds received from proceeds of a unit sale – notify J Marriott of same and that additional funding from investors for the March 5 draw is not required; Review weekly sales report from S Ma (Homelife) - archive same; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	3.80	\$550.00	\$2,090.00
2/23/2026	TMCELROY	Review of draft Ninth Report and comments to counsel re same; Prep for and attend court hearing; Review of Endorsement of Justice Black; Update case website with many court documents; Call with counsel re various matters; Emails to/from counsel re various matters; Email from M. Wyrot re condo corp. funding requirements and discuss same with T. Scott; Review and sign estate trust cheques;	3.10	\$595.00	\$1,844.50
2/24/2026	BRHODES	January 2026 HST return preparation and filing;	0.40	\$425.00	\$170.00
2/24/2026	TSCOTT	Meeting T McElroy; Send meeting request to T Fiore (CS) and M Wywrot (LCH) re Condo Corp fees; Follow-up on the status of HST audit by CRA; Send request to T Fiore (CS) to include M Juranka and A Demiri (LN) to closing process meeting; Closing process meeting T Fiore (CS) M Wywrot, M Chevrier, Cody (LCH), A Demiri and M Juranka (LN) and T McElroy – send follow-up email to group; Access Alectra portal - submit stop service request for 17 Kerns; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	2.90	\$550.00	\$1,595.00

Receiver of Jefferson Properties Limited Part et al
c/o Albert Gelman Inc. in its capacity as Court Receiver
250 Ferrand Drive, Suite 403
Toronto, ON

INVOICE

Invoice Date: Mar 9, 2026
Invoice Num: <26-8783>
Billing Through: Feb 28, 2026
File ID: JEFFERSONPROPERTIES

Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

2/24/2026	TMCELROY	Conference call with Elevate, counsel and Homelife re weekly sales meeting; Conference call with Receiver, CS, Elevate and LN re process to record sales and prepare HST filings monthly; Review and sign estate trust cheque; Update case website; Review and sign several Receiver's Certificates;	1.50	\$595.00	\$892.50
2/25/2026	BGELMAN	View motion, record of F. Wang for peave ti comment action against receiver;	0.50	\$675.00	\$337.50
2/25/2026	TSCOTT	Receive/review request to remove temp perimeter fencing from T Fiore (CS) – send update summary to C Baker (Westland) request advice from an insurance perspective; Receive/review collate utility bills – produce/submit cheque req for same; Receive/review from B Rhodes summary report on HST filing and audit update – follow-up meeting with same; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	3.10	\$550.00	\$1,705.00
2/25/2026	TMCELROY	Review of F. Wang motion to obtain leave to file claim as against the Receiver; Discuss same with B. Gelman; Review and sign estate trust cheque; Emails from Elevate, transaction counsel, CS and others;	0.90	\$595.00	\$535.50
2/26/2026	TSCOTT	Meeting re Condo Corp fees M Wywrot (LCH) T McElroy – follow-up email providing marked up invoices to M Wywrot requesting review/revisions; Receive/review collate utility bills – produce/submit cheque req for same; Receive/review notice of policy cancelation and interest removal from Cooperators insurance coverage of (EIFS Trade) – forward same to R Shah (Counsel) for recommendation action(s); Receive/review notice of unit extension daily fee proffered by purchaser from M Juranka (LN) – send same to T Fiore (CS) for approval; Receive/review request to revise data for CCP submission from M McLoughlin (LCH); Access Tarion portal revise, produce and submit CCP – send to M McLoughlin (LCH); Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	3.20	\$550.00	\$1,760.00
2/26/2026	TMCELROY	Numerous emails from Elevate, LN, Homelife and others; Review and sign estate trust cheques;	0.40	\$595.00	\$238.00

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Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

2/27/2026	TSCOTT	Audit HST filing/returns ledger, send email to W Rueger (CRA) seeking reason for Nov & Dec filings/refunds delay; Receive/review from M Chevrier (LCH) approved SOA for 69 Jefferson - Access Alectra portal and submit stop service request for same; Send email query to M McLoughlin (LCH) regarding need to revise CCP for 69 Jefferson; Telcon Arthur's concrete request payment of outstanding invoices – request same to send invoices via email. Receive/review invoices from Arthur's concrete access GL to verify payment status, forward to M Chevrier (ECM) for submission through established trade payment process; Receive/review request to produce CCP for 69 Jefferson from M McLoughlin (LCH); Access Taron portal enter data - produce and submit CCP – send to M McLoughlin (LCH); Receive / review from T Fiore (CS) annotated approved invoices for Condo Corp fees – send respond to same potential revisions for these invoices are expected for his approval at a later date; Contemporaneous monitoring of correspondences related to counsel activities, Taron deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	3.00	\$550.00	\$1,650.00
2/27/2026	TMCELROY	Review and sign Receiver's Certificate; Update case website; Emails from HomeLife, Elevate, CS and others; Review and sign several additional Receiver's Certificates;	0.80	\$595.00	\$476.00

Total Fees: **\$51,234.00**
HST/GST: \$6,660.42

Summary by Staff:

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Borden Rhodes, Associate	0.40	\$425.00	\$170.00
Bryan A Gelman, President, CIRP, LIT	1.50	\$675.00	\$1,012.50
Daphna Cherniak, Trust Fund Administrator	1.50	\$325.00	\$487.50
Jacqueline Dowdell, Associate	0.10	\$400.00	\$40.00
Terry Scott, CPA	61.70	\$550.00	\$33,935.00
Tom McElroy, Managing Director, CPA, CBV, CIRP, LIT	26.20	\$595.00	\$15,589.00

Amount Due This Invoice: **\$57,894.42**

Invoice Summary:

TOTAL FEES AND DISBURSEMENTS:	\$51,234.00
TOTAL HST/GST:	\$6,660.42



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Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

TOTAL AMOUNT DUE:	\$57,894.42
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GST/HST Registration # 83741 9514 RT0001

Payment Methods:

Interac e-Transfer:

Payment by e-transfer must include the FILE ID located on the upper corner of the invoice.
Send payment to payments@albertgelman.com.

Electronic Funds Transfer (EFT) / Wire (CDN\$):

Beneficiary Bank: The Toronto-Dominion Bank
Branch Address: 161 Bay St., Toronto, Ontario M5J 2T2
Bank Institution Number: 004
Transit: 05002
Account Number: 5252455
Beneficiary Name: Albert Gelman Inc.
Swift Code: TDOMCATTOR

Cheques:

Payments by cheque can be mailed to:
Albert Gelman Inc.
150 Ferrand Drive, Suite 1503, Toronto, Ontario M3C 3E5

Receiver of Jefferson Properties Limited Part et al
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INVOICE

Invoice Date: Apr 9, 2026
Invoice Num: <26-8877>
Billing Through: Mar 31, 2026
File ID: JEFFERSONPROPERTIES

Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
3/2/2026	TSCOTT	Telcon P Doucet (Glynn) re status of Payment Certificates and Draw payment list; Review schedule of closings – send query to M McLoughlin (LCH) to determine if any CCP's are required; Send email request to M Wywrot (LCH) for confirmation of stop service requests for the utilities (Enbridge/Alectra); Review weekly sales report from S Ma (Homelife) update FUNDING, INCOME, EXPENDITURES OVERVIEW - archive same; Receive / review from M McLoughlin (LCH) request to amend sell price of 13 addresses with CCP's previously issued to reflect amount provided in SOA; Collate / research SOAs and CCPs prepare variance table revealing variances in purchase price, purchaser names and closing dates; Send email request to Tarion customer service to clear data of 13 enrolments to facilitate revision thru Tarion Portal; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	4.30	\$550.00	\$2,365.00
3/2/2026	TMCELROY	Prep for and attend Court hearing; Review and sign Receiver's Certificate; Instructions to D. Cherniak re banking matters; Update case website; Emails from counsel, CS, Elevate, Homelife and others; Review of Court Endorsement;	2.20	\$595.00	\$1,309.00
3/3/2026	JDOWDELL	Title searches	0.20	\$400.00	\$80.00

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Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

3/3/2026	TSCOTT	Telcon P Doucet (Glynn) re Payment Certificate variance/gap; Telcon W Rueger (CRA) advising HST returns are being held for audit purposes – send internal report of same; Receive / review email from M Chevrier (ECM) seeking confirmation of cheques for trade in June and November 2025 / were issued/deposited – review GL confirm cheques issued send internal request re deposit status - subsequently receive images of deposited cheques and send to M Chevrier as verification; Telcon D Cherniak re receipt of funds for home sales – send request to A Demiri (LN) copy of the Certified Cheque and Deposit slip for POTL 18; Receive/review payment list and Payment Certificates from P Doucet (Glynn); Collate/verify PCs and produce/submit cheque req for March 5 Draw; Initiate title search and review results to process holdback payments; Receive review fence removal request from M Konstanty (ECM) – send to T Goundrova (Purves) to ensure insurance compliance before removal approval; Review miscellaneous trades and services invoices outside Payment Certifier scope – send to T Fiore (CS) for approval/annotation; Receive/review insurance invoices from T Goundrova (Purves) submit cheque req for same; Receive/review response from Tarion to previous request to clear data on 13 enrolments seeking detailed information for circumstances surrounding reason(s) for revision – provide a matrix summarizing reasons for various change request; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	4.90	\$550.00	\$2,695.00
3/3/2026	TMCELROY	Meeting with Elevate, counsel and Homelife re weekly sales meeting; Review and sign Receiver's certificates (3); Emails from Elevate, banking, LN, Insurance consultant, Insurance broker, counsel, LC provider and other; Approve disbursement; Review and sign estate trust cheque;	1.10	\$595.00	\$654.50
3/4/2026	DCHERNIAK	Prepared monthly cheques;	1.50	\$325.00	\$487.50

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Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

3/4/2026	TSCOTT	Review status of funding request for March Draw – send email request to J Marriott (CS) seeking confirmation that funding request was cancelled – subsequently receive same; Receive / review email correspondence from Tarion advising 9 of 13 enrolments cleared – 4 require Tarion staff to revise – subsequently respond with the specific data to be revised for the 4 uncleared enrolments; Access Tarion Portal submit data for CCPs (x 9) provide copies to M McLoughlin (LCH) - submit for internal signature; Receive / review email from T Goundrova (Purves) confirmation to remove perimeter fencing; Notify T Fiore (CS) that insurer consents to removal of perimeter fencing and ask for his approval to direct removal – subsequently receive assent and notify M Konstanty (ECM) to proceed with removal; Receive/review request from T Fiore (CS) seeking removal of video surveillance services; Send email request to T Goundrova (Purves) requesting confirmation if removal of the video surveillance service will affect the policy; Receive/review exception queries related to Draw payment list – respond to same; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	4.30	\$550.00	\$2,365.00
3/4/2026	TMCELROY	Discuss March 5 Draw payments with T. Scott; Review of payment certificates; Review and sign March 5 draw cheques; Instructions to D. Cherniak re banking matters; Emails from Elevate, CS, Homelife, appraiser, insurance consultant, insurance broker and others;	2.20	\$595.00	\$1,309.00
3/5/2026	BGELMAN	Review and sign draw cheques;	0.20	\$675.00	\$135.00
3/5/2026	DCHERNIAK	Entered Cheques;	0.50	\$325.00	\$162.50
3/5/2026	TSCOTT	Receive / review from M Wywrot (LCH) Condo Corp Invoices – request same to direct vendor to revise in accordance with previous provided information to ensure they accurately reflect activities; Receive / review Tarion revised CCP's Enrolment (x 4) and submit for internal signature; Receive / review query from M Chevrier seeking trade cheque – advice same that it was mailed directly to the trade; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	1.90	\$550.00	\$1,045.00

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Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

3/5/2026	TMCELROY	Review and sign estate trust cheque; Email to counsel re revised CCPs; Review and sign assignment re lot 21; Call with R. Shah re various matters; Attend meeting with Receiver, Receiver's counsel, CS, Elevate and secured lending group; Review and sign Receiver's certificate; Emails from LN, R. Shah, Homelife, Elevate, CS and others; Review and sign listing agreements for several units;	2.30	\$595.00	\$1,368.50
3/6/2026	TSCOTT	Meeting T Fiore (CS) M Wywrot (LCH) and T McElroy re Condo Corp Budget and invoicing and Real Estate counsel support; Receive / review notification of returned/cancelled occupancy fees – investigate same to determine relative unit; Receive/review Tech Force PC produce and submit cheque req – archive same; Receive/review Security Invoice – forward same to P Doucet (Glynn) for inclusion with the Apr 5 draw payment list; Send notification of nonpayment for occupancy fees to M Juranka (LN) and advise it's related to purchaser who has rented unit to tenants; Receive/review GM Global Inc. Invoice – forward same to P Doucet (Glynn) for inclusion with the Apr 5 draw payment list; Receive/review New MLS Units and Pricing from S Ma (Homelife) – archive same; Receive/review closing deposit information from D McLeod (LN) – inform trust account GL code and archive same; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	3.10	\$550.00	\$1,705.00
3/6/2026	TMCELROY	Conference call with M. Wyrot, T. Fiore and T. Scott; Correspondence from counsel re assignment of arbitration and next steps re same; Review form of arbitration assignment agreement; Review calculation of value of assignment; Review and sign many estate trust cheques; Emails from Homelife, CS, Elevate, secured creditors, LN, insolvency counsel and others;	1.70	\$595.00	\$1,011.50
3/9/2026	BGELMAN	Review of J. Conway endorsement;	0.10	\$675.00	\$67.50
3/9/2026	TSCOTT	Review weekly sales report from S Ma (Homelife) update FUNDING, INCOME, EXPENDITURES OVERVIEW - archive same; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	1.20	\$550.00	\$660.00
3/9/2026	TMCELROY	Review and respond to correspondence from S. Ma; Email from LN re closing proceeds; Instructions to D. Cherniak re banking matters;	0.40	\$595.00	\$238.00

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Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

3/10/2026	TSCOTT	Receive/review closing deposit information from D McLeod (LN) – inform trust account GL code and archive same; Receive / review query from P Chislett-Arsenault re status of replacement cheque for previously lost – follow-up on same – advise of availability; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	1.50	\$550.00	\$825.00
3/10/2026	TMCELROY	Attend conference call with PR, LN and Elevate; Review and sign estate trust cheques; Call with EQ bank rep; Review and sign broker referral agreement; Review of justice Conway endorsement; Update case website;	1.00	\$595.00	\$595.00
3/11/2026	TSCOTT	Receive/review closing deposit information from D McLeod (LN) – inform trust account GL code and archive same; Review status of Tarion CCPs requiring signatures – send follow-up email To M Juranka (LN) to confirm advise on same; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	1.50	\$550.00	\$825.00
3/11/2026	TMCELROY	Email to T. Fiore re repayment of Receiver's Borrowings to CMLS; Instructions to D. Cherniak re banking matters; Approve disbursement; Emails from realtor, CS, counsel and others;	0.80	\$595.00	\$476.00
3/12/2026	DCHERNIAK	Prepared Cheques;	0.50	\$325.00	\$162.50

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3/12/2026	TSCOTT	Receive / review Landscaping invoices (x 3) approved by T Fiore (CS) collate, produce / submit cheque req – archive; Receive / review Condo Corps invoices (x 8) approved by T Fiore (CS) collate, produce / submit cheque req – archive; Receive/review closing deposit information from D McLeod (LN) – inform trust account GL code and archive same; Receive/review email correspondence from T Fiore (CS) and M Wywrot (LCH) describing challenges with closing delays – consolidate / synthesize same and submit to M Juranka (LN) for review requesting feedback and for opportunities for improvement; Receive/review from D McLeod (LN) SOA for Unit 12 – review APS – access Tarion portal submit data – produce CCP and distribute – archive same; Update/restructure APS folders for archive; Receive/review request from pre receiver date purchaser of condo for letter confirming deposit cheques were received by JPLP – forward same to M Juranka (LN) seeking advice; Meeting M Juranka (LN) and T McElroy review request for deposit letter for unit purchaser, review of Tarion request for signed revised CCPs and review closing procedures – request LN produce summary response to closing procedures efficiencies; Receive / review executed assignment letter for POTL from D McLeod (LN) – access Tarion portal, submit revised data and produce CCP – deliver to D McLeod – archive docs; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	4.70	\$550.00	\$2,585.00
3/12/2026	TMCELROY	Conference call with M. Jurenka and T. Scott re discuss efficiencies re title closings; Review and sign unit 207 amendment; Review and sign unit 218 APS; Review and sign Receiver's certificate; Review and sign estate trust cheques (4); Numerous emails from LN, CS, Elevate, insurance broker and others; Review of draft memo prepared by counsel re position re Tarion draw down of LOC; Review and respond to counsel re same;	1.80	\$595.00	\$1,071.00
3/13/2026	BGELMAN	Review and sign cheques;	0.10	\$675.00	\$67.50

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Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

3/13/2026	TSCOTT	Receive/review Condo Corps update budgets from M Wywrot – archive same; Receive/review advice from D McLeod (LN) re 4 X revised CCPs recommending execution of same – submit to T McElroy for action; Receive/review approval & vesting order for Unit 21 from R Shah (Counsel) – archive same; Receive/review closings summary from M Juranka (LN) – archive same; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	2.10	\$550.00	\$1,155.00
3/13/2026	TMCELROY	Call with counsel re Tarion draw on LOC and other matters; Review and sign Receiver's certificate; Review and sign amended CCPs; Review and sign broker referral agreement; Review of sales records from Elevate re preparation of HST returns; Approve wire transfer to repay Receiver's borrowings; Review and sign Receiver's certificate; Review of Unit 207 and Unit 21 AVOs; Update case website; Review of revised memo re Tarion security draw down of LOCs; Numerous emails from Elevate, counsel, Homelife, secured creditor, LN, CS and others;	2.50	\$595.00	\$1,487.50
3/14/2026	TMCELROY	Review of summary of closing proceeds prepared by LN; Email to LN re same;	0.20	\$595.00	\$119.00
3/16/2026	BGELMAN	Review and sign trust cheques; Attend meeting with counsel re assignment agreement for litigation files;	0.40	\$675.00	\$270.00
3/16/2026	DCHERNIAK	Entered Cheques;	1.00	\$325.00	\$325.00
3/16/2026	SPITUCCI	Discussion with T. McElroy RE: HST filing obligations post-receivership	0.10	\$460.00	\$46.00

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Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

3/16/2026	TSCOTT	Review closings schedule - Access Alectra portal and submit stop service request for 12 Bancroft; Receive/review collate utility bills (X 21) – produce/submit cheque req for same; Send copy of electricity bill for one POTL with usage 5 X average of other POTLs via email to M Wywrot (LCH) requesting feedback for variance; Receive/review email from S Ma (Homelife) requesting submission of invoices for commissions – direct same to deliver in accordance with agreement terms; Receive/review response from insurer re: video surveillance services – notify L Wywrot, M Konstanty and M McLoughlin (LCH) and T Fiore (CS) insurer requires the video surveillance to remain in situ – when at 25% closings we can request reconsideration; HST/GST remittance meeting B Rhodes & T McElroy; Send weekly closing summary report to B Rhodes for HST advice; Receive/review approval & vesting order for Unit 207 from R Shah (Counsel) – archive same; Receive/review Enbridge bill for apparent bulk activities (51 Jefferson) – send copy to M Wywrot (LCH) for verification; Receive/review fully executed revised CCPs (X4) from A Demiri (LN) – send to G Carew (Tarion) and archive same; Receive/review insurance renewal query from T Goundrova (Purves) advising renewal is due March 24 and requesting closing forecasts and coverage extension time requirements – send email to T Fiore (CS) requesting same; Receive/review finds notice for condo unit – review trust GL send internal allocation direction – archive same; Review responses from T Fiore (CS) and M Wywrot (LCH) re insurance coverage – send to C Baker (Westland) for advice; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	4.60	\$550.00	\$2,530.00
3/16/2026	TMCELROY	Discuss tax filings with S. Pitucci; Process wire payment; Review and respond to T. Fiore re same; Internal meeting with B. Rhodes and T. Scott re filing and remitting HST collected; Review and respond to correspondence from counsel; Update case website; Instructions to D. Cherniak re banking matters; Numerous emails from CS, counsel, LN, Elevate and others; Review and sign estate trust cheques;	1.60	\$595.00	\$952.00
3/17/2026	DCHERNIAK	Entered Cheques;	1.00	\$325.00	\$325.00

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3/17/2026	TSCOTT	Receive/review collate utility bills (X 20) – includes reconciling with GL to confirm prior payment sent but not reported on bills due – produce/submit cheque req for same Receive/review second Enbridge bill for apparent bulk activities (51 Jefferson) – send copy to M Wywrot (LCH) for verification; Receive/review [REDACTED] [REDACTED] Receive/review trade payment materials for Apr 5 draw from M Chevrier; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	2.80	\$550.00	\$1,540.00
3/17/2026	TMCELROY	Conference call with R. Shah, M. Wyrot and T. Ma re various matters; Sign Receiver's certificate re unit 307; Review and sign estate trust cheques; Review and sign Unit 209 APS; Review of Receiver's aide memoire re hearing for F. Wang to represent Debtors; Update case website; Review and sing unit 304 APS; Numerous emails from CS, Elevate, Versabank, LN, PR, Homelife, C. Baker and others;	2.10	\$595.00	\$1,249.50
3/18/2026	BGELMAN	Review of notice of appeal of F. Wang; Review of statement of claims in draft provided by W. Greenspoon;	0.80	\$675.00	\$540.00
3/18/2026	DCHERNIAK	Prepared cheques;	1.00	\$325.00	\$325.00
3/18/2026	TSCOTT	Receive/review monthly invoice from Glynn Group – submit for inclusion with the Apr 5 payment list; Telcon P Doucet (Glynn) re draw submission schedule; Receive/review updated valuation report from A Tepace-Corpuz (Suncorp) – forward to T Goundrova (Purves) and C Baker (Westland) for insurance renewal. Submit to P Doucet (Glynn) for records. Produce/submit cheque req for invoice payment; Receive/review B Conway endorsement from R Shah (Counsel) – archive same; Review weekly sales report from S Ma (Homelife) – send request for confirmation of data related to 4 active deals reported – subsequently received revised data update FUNDING, INCOME, EXPENDITURES OVERVIEW - archive same; Receive/review request for information related to POTL's management activities from T Goundrova (Purves) – submit for response to M Wywrot (LCH); Receive/review revised SOA from D McLeod (LN) - approved by M Chevrier – verify with CCP – archive same; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	3.40	\$550.00	\$1,870.00
3/18/2026	TMCELROY	Review of Fanseay Wang motion materials; Review of Endorsement; Update case website; Emails from Elevate, Homelife, insurance broker, LN, counsel and others;	0.90	\$595.00	\$535.50

Receiver of Jefferson Properties Limited Part et al
c/o Albert Gelman Inc. in its capacity as Court Receiver
250 Ferrand Drive, Suite 403
Toronto, ON

INVOICE

Invoice Date: Apr 9, 2026
Invoice Num: <26-8877>
Billing Through: Mar 31, 2026
File ID: JEFFERSONPROPERTIES

Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

3/19/2026	TSCOTT	Receive/review draft HST return from B Rhodes - respond to same; Meeting R Shah (Counsel), T McElroy re LoC and Lien Claims challenges; Lenders/investors meeting; Receive/review from S Ma (Homelife) commission invoices – request T Fiore (CS) annotate/approve same; Receive/review closing deposit information re Closing on March 18th from D McLeod (LN) – inform trust account GL code and archive same; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	3.00	\$550.00	\$1,650.00
3/19/2026	TMCELROY	Review and sign Unit 107 APS; Review and sign Unit 101 APS; Instructions to D. Cherniak re banking matters; Review and sign APS amendment; Attend meeting with T. Scott and R. Shah to discuss status of lien claim process and next steps re same; Conference call with Receiver, Receiver's counsel, Elevate, CS and secured lending group; Instructions to D. Cherniak re banking matters; Numerous emails from Homelife, Elevate, LN, counsel, and others; Review and sign estate trust cheque; Review and respond to correspondence form Equitable Bank;	2.70	\$595.00	\$1,606.50
3/20/2026	TSCOTT	Receive/review closing deposit information re Closing on March 19th from D McLeod (LN) – inform trust account GL code and archive same; Receive/review from T Fiore (CS) 5 X approved Homelife invoices – produce/submit cheque req – archive same; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	1.90	\$550.00	\$1,045.00
3/20/2026	TMCELROY	Email to Mitch (Elevate) re February HST filing; Email to/from counsel re pre-appointment realtor commission; Email to M. Wyrot re information for insurance renewal; Review and sign unit 35 APS; Review and sign estate trust cheque; Emails from PR, CS, Elevate, LN and Homelife;	1.10	\$595.00	\$654.50
3/22/2026	TMCELROY	Review and sign February 2026 bank reconciliation;	0.20	\$595.00	\$119.00
3/23/2026	SPITUCCI	Followed up with M. Vice @ CRA RE: income tax filing requirements for JPLP and 2011836 Ontario Corp.	0.30	\$460.00	\$138.00

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Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

3/23/2026	TSCOTT	Receive/review from T Fiore (CS) 4 X approved Homelife invoices – produce/submit cheque req – archive same; Collate closing activity summary provide by M Juranka (LN), Trust account funds received, Homelife commissions invoices paid by unit/lot dates/amounts – produce a Closings Activities Summary ledger for internal controls and submit same to M Juranka seeking variance information; Receive/review request for deficient information from B Rhodes for HST filing – research archives and provide available info - send request to M Juranka (LN) and M Chevrier (LCH) for additional information; Receive/review terminal Alectra bill for 12 Bancroft – includes reconciling with GL to confirm prior payment sent but not reported on bills due – produce/submit cheque req for same; Contemporaneous monitoring of correspondences related to counsel activities, Taron deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	4.80	\$550.00	\$2,640.00
3/23/2026	TMCELROY	Review of Receiver's Tenth Report and comments to counsel re same; Review and sign estate trust cheques; Discuss tax filings with S. Pitucci; Review and sign Unit 209 APS; Review and sign Receiver's certificate; Discussion with B. Rhodes and T. Scott re Feb 2026 HST filing; Emails from Elevate, CS, LN, PR, Homelife and others; Email to T. Fiore re info required by EQ; Review and sign Unit 220 APS;	2.60	\$595.00	\$1,547.00
3/24/2026	BRHODES	Preparing and filing the February HST return and GST190 rebate paperwork;	4.70	\$425.00	\$1,997.50

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Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

3/24/2026	TSCOTT	Receive/review CCP query from G Carew (Tarion) seeking clarification of CCP date – submit to M Wywrot (LCH) for confirmation – subsequently receive response from M McLoughlin of third date of possession; Send request for confirmation of date and advice for CCP revision action to M Juranka (LN); Receive/review [REDACTED] [REDACTED] Receive/review draft 10th Report from R Shah (Counsel) – submit marked up docs for review; Receive/review closing deposit information re Closing on March 23rd from D McLeod (LN) – inform trust account GL code and archive same; Review HST filing variances from B Rhodes – contact W Rueger (CRA) for information/direction and follow-up on outstanding refunds (3 months) – submit information for internal update; Receive / review apparent bulk Alectra bill – send to M Wywrot (LCH) seeking confirmation of allocation (Condo units/blocks); Receive/review collate utility bills (X 5) – produce/submit cheque req for same; Follow-up call with CRA re status of HST returns suspended due to Aug audit, receive confirmation of refunds for Nov, Dec and Jan to be mailed March 31; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	4.80	\$550.00	\$2,640.00
3/24/2026	TMCELROY	Emails to/from insurance broker re policy renewal; Review and sign estate trust cheque; Review and sign Unit 217 APS; Review and sign Unit 304 APS; Instructions to D. Cherniak re banking matters; Conference call with Homelife, counsel and Elevate; Review of draft form of Ararat and Dillon Bros statements of claim; Comments to counsel re same; Discuss Feb 2026 HST filing with B. Rhodes; Numerous emails from Homelife, CS, Elevate, LN, PR and others;	2.40	\$595.00	\$1,428.00

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Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

3/25/2026	TSCOTT	Receive/review bid package, CCDC and CO for trades to remedy deficiencies with roof and underground from L Wywrot (ECM/LCH) – request same resubmit package with unrelated project reference revised; Meeting T McElroy; Telcon T Fiore (CS); Receive/review corrected Bid Package – submit with CCDC and CO to T Fiore (CS) for approval/annotation; Receive/review advice from M Juranka (LN) re amending CCP start date – revise same and submit for execution; Send revised/signed CCP to G Carew (Tarion) and M McLoughlin (LCH) for distribution; Submit Bid package, CCDC-17 and CO#3 to P Doucet for review/advice; Receive / review draft Apr 5 draw payment list from P Doucet (Glynn) – collate same and produce Draw Funding requirements and submit for internal review; Receive/review query from Maureen B Aletra seeking account allocation for payment received – provide same; Receive/review request for payment from Arthur's Concrete – direct trade to submit payment requests through the Construction Manager; Meeting T McElroy, B Rhodes confirmation of HST new home rebates, filing and quantum; Receive/review collate utility bills – produce/submit cheque req for same; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	4.70	\$550.00	\$2,585.00
3/25/2026	TMCELROY	Review and sign CCP; Discuss various construction related matters with T. Scott; Call with counsel re various matters; Finalize and sign Receiver's Tenth Report; Review of amount of distribution to secured creditor; Approve same; Internal meeting with B. Rhodes and T. Scott to discuss HST filings; Approve disbursement; Numerous emails from CS, Elevate, Homelife, counsel, secured creditor and others; Review and sign estate trust cheques;	3.10	\$595.00	\$1,844.50

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Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

3/26/2026	TSCOTT	Receive/review response from G Carew (Tarion) seeking legal counsel's documented verification of transfer of possession to home owner – submit same to M Juranka (LN) requesting same – subsequently receive and provide verification to G Carew (Tarion); Receive/review email from P Doucet (Glynn) describing CCDC and CO deficiencies – submit same to T Fiore (CS) requesting review and advise – subsequently send request to L Wywrot (LCH/ECM) to provide information requested by Glynn; Receive/review response from L Wywrot (ECM/LCH) with additional queries and submit to P Doucet for review/response; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	2.80	\$550.00	\$1,540.00
3/26/2026	TMCELROY	Review and sign unit 207 amendment; Approve wire payment; Update case website; Emails to/from CS; Discuss constructions related matters with T. Scott; Emails from CS, Versabank, PR, LN, counsel to CS, Homelife, Elevate and others;	1.20	\$595.00	\$714.00
3/27/2026	TSCOTT	Receive/review emails correspondences related to bid package, CCDC and CO for trades to remedy deficiencies with roof and underground from T Fiore (CS), L Wywrot (ECM/LCH) and P Doucet (Glynn) – telcon P Doucet - produce summary report of challenges and submit to P Doucet and T McElroy for review; Receive/review email request from M Wywrot (LCH) seeking information related to municipal water account related to the project – produce/submit ledger of historical activities of same; Receive/review closings report from M Juranka (LN) collate with Trust Account GL and produce Closings Activities Summary Ledger, submit for internal review and archive same; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	3.10	\$550.00	\$1,705.00
3/27/2026	TMCELROY	Discuss construction related matters with T. Scott; Review and sign unit 204 amendment; Emails from CS, Homelife and Elevate;	0.80	\$595.00	\$476.00
3/28/2026	TMCELROY	Review and respond to [REDACTED]	0.10	\$595.00	\$59.50

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INVOICE**Invoice Date:** Apr 9, 2026**Invoice Num:** <26-8877>**Billing Through:** Mar 31, 2026**File ID:** JEFFERSONPROPERTIES**Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario**

3/30/2026	TSCOTT	Telcon P Doucet (Glynn) re exceptions with CCDC-17 and CO for water proofing and roof railings; Receive/review correspondences from M Wywrot (LCH) and P Nam (Wyse) re city water accounts – provide copies of bills/accounts paid by receiver with property characteristics related to identifying units/blocks with water accounts; Receive/review letter from J Cecchetto (Camenzuli Law) counsel for Spectrum – archive same; Produce detailed summary of technical challenges with CCDC-17 and CO described by P Doucet (Glynn) related to Payment Certificate acceptance criteria/production submit to L Wywrot (LCH) with request for revision; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	2.70	\$550.00	\$1,485.00
3/30/2026	TMCELROY	Letter from counsel to spectrum; Sign Receiver's certificate; Emails from CS, counsel and others;	0.30	\$595.00	\$178.50
3/31/2026	BGELMAN	Review and respond to emails from J. Marriott after enquiries with T. Scott;	0.50	\$675.00	\$337.50
3/31/2026	TSCOTT	Meeting B Gelman re Waterproofing CCDC and Railings CO; Telcon P Doucet (Glynn) re status of works at site; Comprehensive review of CCDC and CO#3 – mark up errors/inconsistencies and submit for internal review; Receive/review from R Shah (Counsel) letter to Tarion re LOC; Meeting T McElroy re CCDC-17 and RFA docs; Send [REDACTED] [REDACTED] Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	3.30	\$550.00	\$1,815.00
3/31/2026	TMCELROY	Review and respond to correspondence from T. Fiore; Conference call with counsel, Homelife and Elevate re sales meeting; Review of counsel draft letter to Tarion; Email to counsel re same; Emails from LN, PR, CS and Homelife; Discuss CCDC for contract with T. Scott;	1.10	\$595.00	\$654.50

Total Fees: **\$66,394.50****HST/GST:** **\$8,631.29****Summary by Staff:**

	Hours	Rate	Amount
Borden Rhodes, Associate	4.70	\$425.00	\$1,997.50
Bryan A Gelman, President, CIRP, LIT	2.10	\$675.00	\$1,417.50
Daphna Cherniak, Trust Fund Administrator	5.50	\$325.00	\$1,787.50
Jacqueline Dowdell, Associate	0.20	\$400.00	\$80.00

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Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

Steven Pitucci, Senior Manager, CPA, CA	0.40	\$460.00	\$184.00
Terry Scott, CPA	71.40	\$550.00	\$39,270.00
Tom McElroy, Managing Director, CPA, CBV, CIRP, LIT	36.40	\$595.00	\$21,658.00

Disbursements:

Non-Taxable Disbursements

SEARCH FEES (NON-TAXABLE): \$11.95

Taxable Disbursements

MAIL FORWARDING: \$605.50
OTHER MISC.: \$1,320.00
POSTAGE: \$16.47
SEARCH FEES: \$31.05

Total Expenses: \$1,984.97

HST/GST: \$256.49

Amount Due This Invoice: **\$77,267.25**

GST/HST Registration # 83741 9514 RT0001

Payment Methods:

Interac e-Transfer:

Payment by e-transfer must include the FILE ID located on the upper corner of the invoice.
Send payment to payments@albertgelman.com.

Electronic Funds Transfer (EFT) / Wire (CDN\$):

Beneficiary Bank: The Toronto-Dominion Bank
Branch Address: 161 Bay St., Toronto, Ontario M5J 2T2
Bank Institution Number: 004
Transit: 05002
Account Number: 5252455
Beneficiary Name: Albert Gelman Inc.
Swift Code: TDOMCATTOR

Cheques:

Payments by cheque can be mailed to:
Albert Gelman Inc.
150 Ferrand Drive, Suite 1503, Toronto, Ontario M3C 3E5

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250 Ferrand Drive, Suite 403
Toronto, ON

INVOICE

Invoice Date: May 11, 2026
Invoice Num: <26-8949>
Billing Through: Apr 30, 2026
File ID: JEFFERSONPROPERTIES

Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

Professional Fees:

<u>Date</u>	<u>Employee</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
4/1/2026	JDOWDELL	Teranet searches.	0.20	\$400.00	\$80.00
4/1/2026	TSCOTT	Receive/review correspondence payment list correspondence from P Doucet (Glynn) including deficiency related to site staff submissions – send to M Chevrier (ECM) for verification; Receive/review report from P Doucet (Glynn) with of completed railings and waterproofing works – collate related activities, correspondence and files and archive; Receive/review/collate April Draw payment list, verify PCs with same, produce cheque requisitions for same – archive; Send email request to P Doucet (Glynn) to confirm variances in PCs X 3 – subsequently receive response – archive same; Acquire/review title searches - verify HB trades payment applications are unencumbered; Receive/review from [REDACTED] [REDACTED] Receive/review email from L Wywrot (LCH) re to dispute portion of consultant invoice – provide response to same; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	4.10	\$550.00	\$2,255.00
4/1/2026	TMCELROY	Review of payment certificates; Review and sign Apr 5 draw cheques; Emails to/from counsel re various matters; Emails from Glynn, LN, Homelife, SC and others;	1.50	\$595.00	\$892.50
4/2/2026	BGELMAN	Review and sign trust cheques;	0.10	\$675.00	\$67.50

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4/2/2026	TSCOTT	Review draw payment production and allocate distribution; Receive/review Alectra account notice – collate/verify account activities with trust account GL – produce submit cheque req for same; Receive/review email notification from A Demiri (LN) related to purchasers on closed units with PADs paying occupancy fees – review Trust account GL and produce table specifying transactions and send to LN for confirmation/verification of specific actions; Send marked up CCDC-17 to L Wywrot (LCH) and request reproduction of same with corrected E & O and process for subsequent execution; Receive review revised CCDC-17 from L Wywrot (ECM/LCH) return same with request to revised E & O as advised by counsel; Lenders / investors meeting; Receive / review various docs related to occupancy fees/PADs from K Caronongan-Quianzon (LN) – telcon M Juranka (LN) re same; Receive/review trade invoices approved by T Fiore (CS) – produce/submit cheque req for same – archive; Receive/review from L Wywrot (ECM/LCH) revised CCDC-17 [REDACTED] Receive/review email query from M Wywrot (LCH) seeking payment status of Condo Corps invoices – review trust account GL produce table of related transactions and send to same; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	3.80	\$550.00	\$2,090.00
4/2/2026	TMCELROY	Voluminous correspondence as between CS, Homelife, LN and Receiver re 8 newly signed APSs; Meeting with CS, Receiver's counsel, Elevate, Receiver and secured lending group; Review and sign 9 APSs; Approve disbursements; Numerous emails from Homelife, LN, PR, CS, lending group, Elevate and others; Review and sign estate trust cheque;	4.20	\$595.00	\$2,499.00
4/3/2026	TMCELROY	Review and sign Unit 310 APS; Review and sign estate trust cheques; Review of Fanseay motion materials re appeal to Supreme Court of Canada;	0.80	\$595.00	\$476.00
4/6/2026	TSCOTT	Meeting [REDACTED] Telcon P Doucet re waterproofing works; Submit internal Memo for confirmation of HST refunds suspended due to routine audit; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	2.20	\$550.00	\$1,210.00

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4/6/2026	TMCELROY	Review and sign estate trust cheque;	0.10	\$595.00	\$59.50
4/7/2026	TSCOTT	Receive/review email notification from T Fiore (CS) that waterproofing works were completed; Receive/review notification from M Juranka (LN) that included a list of closings that need to have PADs for occupancy fees discontinued – submit internal direction to effect changes; Meeting with D Cherniak reviewing PAD discontinuation variance to trust account; Send PAD discontinuation variance report to M Juranka (LN) for review/advice; Receive/review collate utility bills (X 15) – produce/submit cheque req for same; Receive/review court decision re Mr. Wang motion – archive same; Meeting R Shah (Counsel)	3.40	\$550.00	\$1,870.00
		Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;			
4/7/2026	TMCELROY	Meeting with PR, Homelife, Elevate and LN; Review of Endorsement; Update case website; Review and respond to correspondence from Windsor Capital; Emails from CS, LN, Elevate, HomeLife, counsel and others;	1.10	\$595.00	\$654.50
4/8/2026	BGELMAN	Attend file update meeting with Tom McElroy;	0.20	\$675.00	\$135.00
4/8/2026	TSCOTT	Receive/review confirmation of SOAs (Unit 10 & 302) approval from M Chevrier – access Tarion portal – research Unit 10 historical activity – amend /revise address and produce CCP – submit same with unit 302 CCP to M McLoughlin (LCH) – archive SOAs and CCPs; Receive/review email from L Wywrot (ECM/LCH) seeking written instruction related to deficiencies with CCDC-17 – provide same; Receive/review PAD status notification from M Juranka (LN); Receive/review draft Notice of Motion from R Shah (Counsel) return same with recommended edits; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	3.10	\$550.00	\$1,705.00
4/8/2026	TMCELROY	Review and respond to correspondence from Scott Ma re various APSs; Review and sign estate trust cheque; Call with S. Heo (Windsor); Review and sign Receiver's certificate; Review and sign unit 304 APS; Email to Elevate re various matters; Internal file review meeting; Review and sign Unit 220 amendment; Review of draft NOM and comments to counsel re same; Numerous emails from Elevate, LN, PR, secured creditor, Homelife and others;	2.40	\$595.00	\$1,428.00

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4/9/2026	SPITUCCI	Call with M. Vice @ CRA to discuss filing expectations for JPLP and 2011836 Ontario Corp. post receivership	0.20	\$460.00	\$92.00
4/9/2026	TSCOTT	Receive/review from H Chowdry (GM Global) invoices – forward same to L Wywrot (ECM/LCH) to confirm works; Telcon W Rueger (CRA) to confirm HST account status – returns, receipt of payment and Nov, Dec, and Jan refunds payments mailed; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	1.50	\$550.00	\$825.00
4/9/2026	TMCELROY	Approve disbursement; Discuss banking matters with T. Paul; Review and sign unit 209 amendment; Review and sign MLS listing agreements; Review and sign estate trust cheque; Internal discussion with T. Scott re HST filing and refunds; Emails from CS, LN, PR and Elevate;	1.10	\$595.00	\$654.50
4/10/2026	TMCELROY	Email to/from M. Wywrot re condo insurance policy; Email to insurance consultant; Update case website; Numerous emails from PR, LN, Elevate and Homelife; Review and sign 13 broker referral agreements; Review and sign Unit 216 APS;	1.30	\$595.00	\$773.50
4/13/2026	JDOWDELL	Title searches.	0.10	\$400.00	\$40.00
4/13/2026	TSCOTT	Receive/review holdback PC – acquire titles searches and verify no trade lien encumbrance - produce/submit cheque req – archive same; Receive BF memo to remit 2nd instalment for property taxes. Review 41 bills, collate with units closed and to be closed – send list to M Juranka (LN) to confirm payment actions to be taken on closed and units to be closed; Send property tax bill for common property to M Wywrot (LCH) and request confirmation if this is to be paid by Condo Corp; Receive/review cooperating broker commission invoice produce/submit cheque req – archive same; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	3.20	\$550.00	\$1,760.00
4/13/2026	TMCELROY	Review and sign Unit 4 APS; Review and sign 7 Receiver's certificates; Review and sign several estate trust cheques;	0.60	\$595.00	\$357.00
4/14/2026	DCHERNIAK	Entered chqs;	2.50	\$325.00	\$812.50

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Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

4/14/2026	TSCOTT	Receive/review advice from M Juranka (LN) re disposition of tax bills – produce/submit cheque req for tax bills (x41); Receive/review queries from S Ma (Homelife) and T Fiore (CS) re status of coop broker commissions payment – respond to same; Receive/review notification of revoked occupancy fee payment from purchaser – provide interdiction instructions for refund cheque; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	2.10	\$550.00	\$1,155.00
4/14/2026	TMCELROY	Review and sign two Receiver's certificates; Review and sign unit 303 amendment; Instructions to D. Cherniak re banking matters; Call with counsel, Elevate and Homelife;	0.90	\$595.00	\$535.50
4/15/2026	SPITUCCI	Call with CRA on updates to expected filings for JPLP and 2011836 Ontario Corp.; Updated T. McElroy on findings of same	0.60	\$460.00	\$276.00
4/15/2026	TSCOTT	Receive/review service invoice from J Ferreira (Glynn) submit same for inclusion with the May 5 draw/payment list; Receive/review cooperating broker commission invoice produce/submit cheque req – archive same; Internal meeting T McElroy; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	1.60	\$550.00	\$880.00
4/15/2026	TMCELROY	Discuss status of corp. tax and partnership tax filings with S. Pitucci; Review and sign Unit 103 APS; Review and sign several estate trust cheques; Emails to/from Homelife; Discuss March 2026 HST filing with B. Rhodes;	0.90	\$595.00	\$535.50
4/16/2026	TSCOTT	Receive/review correspondences from W Greenspoon (CS Counsel) and G Weeden (Purchaser Counsel) archive same; Receive/review [REDACTED] [REDACTED] Receive/review correspondence from M Juranka (LN) re status of refunds cheques for occupancies fee – telcon same. Produce written response including ledger describing challenges for advice/recommendations; Lenders/investors meeting; legal meeting with R Shah (Counsel) T McElroy re [REDACTED] Receive notice from Trust Account bank that PADs can be returned by a debtor's financial institution for up to 90 days – send same to M Juranka (LN) seeking direction/approach to resolution; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	3.50	\$550.00	\$1,925.00

Receiver of Jefferson Properties Limited Part et al
c/o Albert Gelman Inc. in its capacity as Court Receiver
250 Ferrand Drive, Suite 403
Toronto, ON

INVOICE

Invoice Date: May 11, 2026
Invoice Num: <26-8949>
Billing Through: Apr 30, 2026
File ID: JEFFERSONPROPERTIES

Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

4/16/2026	TMCELROY	Review and sign Unit 204 assignment agreement; Review and sign several Receiver's certificates; Review and sign several estate trust cheques; Review and sign Unit 115 APS; Attend meeting with Receiver, Receiver's counsel, Elevate, CS and lending group; Review of letter from Unit 315 counsel and responding letter from Receiver's counsel re same; Discuss same with counsel along with various other matters; Numerous emails from PR, Homelife, LN, CS, Elevate and others; Review and sign several estate trust cheques;	1.90	\$595.00	\$1,130.50
4/17/2026	TSCOTT	Receive/review email from M Chevrier (LCH) requesting bulk water bills – retrieve from archives copies of last period bills and produce ledger of all water bills paid in the last year - submit same with response; Send follow-up email to L Wywrot Re (GM Global) invoices to confirm works; Telcon E Kim (Realty Care Law) Counsel for purchaser seeking resolution of PAD – request same provide request via email for review – subsequently receive same; Receive/review correspondence from M Juranka (LN) re resolution to PAD challenges – respond to same; Internal Meeting T McElroy; Receive/review request for Condo Corp 1604 appraisal from F Sharp (FS), request reason for request follow-up and consult with C Baker (Westland) on same; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	2.50	\$550.00	\$1,375.00
4/17/2026	TMCELROY	Review of and sign supplement to tenth report to Court; Review and sign Unit 202 APS; Update case website; Review and sign unit 313 APS; Emails to/from counsel re various matters; Emails to/from Homelife re various matters; Emails to/from insurance consultant; Review and sign unit 304 amendment;	2.30	\$595.00	\$1,368.50
4/18/2026	TMCELROY	Review and sign March 2026 bank reconciliation;	0.20	\$595.00	\$119.00
4/20/2026	BRHODES	Preparing March HST return for filing;	1.80	\$425.00	\$765.00
4/20/2026	BGELMAN	Review of Aide Memoire re vexatious litigant motion by Receiver;	0.10	\$675.00	\$67.50

Receiver of Jefferson Properties Limited Part et al
c/o Albert Gelman Inc. in its capacity as Court Receiver
250 Ferrand Drive, Suite 403
Toronto, ON

INVOICE

Invoice Date: May 11, 2026
Invoice Num: <26-8949>
Billing Through: Apr 30, 2026
File ID: JEFFERSONPROPERTIES

Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

4/20/2026	TSCOTT	Receive/review approved coop commission invoices for Unit 217 and Unit 207 from T Fiore (CS) with request to remit after successful closings – flag same for BF action; Telcon E Kim (Realty Care Law) Counsel for purchaser seeking resolution of PAD; Follow-up re Condo Corp appraisal – subsequently provide same to F Sharp (FS); Follow-up on Waterproofing CCDC; Send request for updated closings list to Loopstra- Nixon; Send follow-up request to L Wywrot (ECM/LCH) re status of GM Global works invoiced; Receive/review [REDACTED] [REDACTED] [REDACTED] Receive/review email from C Hamley (ECM) seeking status of trade payment – advise payment mailed last week; Receive/review query related to completion/ allocation of HST ITCs – respond to same; Review closings schedule - access Alectra portal and submit stop service request for 73 Jefferson; Receive/review email from C Hamley (ECM) seeking status of trade payment from Jan 5 draw submission – internal request for image of cashed cheque - subsequently provide same to C Hamley (ECM) as proof of trade payment; Receive/review Omega CO – archive approvals – sent request to L Wywrot (ECM/LCH) to submit for Receiver's signature; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	4.10	\$550.00	\$2,255.00
4/20/2026	TMCELROY	Sign Receiver's certificate; Review and sign unit 310 APS; Review and sign Unit 316 APS; Review and sign unit 313 amendment; Review and sign Omega change Order no. 3; Review of Receiver's Aide Memoire; Update case website; Emails to from PR re various matters; Emails to/from Homelife re various matters; Numerous emails from CS, LN, condo insurer, insurance broker and Elevate;	1.70	\$595.00	\$1,011.50

Receiver of Jefferson Properties Limited Part et al
c/o Albert Gelman Inc. in its capacity as Court Receiver
250 Ferrand Drive, Suite 403
Toronto, ON

INVOICE

Invoice Date: May 11, 2026
Invoice Num: <26-8949>
Billing Through: Apr 30, 2026
File ID: JEFFERSONPROPERTIES

Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

4/21/2026	TSCOTT	Receive/review email from M Chevrier (ECM/LCH) requesting water bill access to Wyze – notify same that water bills will be sent to Wyze upon receipt via email; Receive/review closings list from M Juranka (LN) collate with APS records – submit same to M McLoughlin (LCH) requesting review for potential CCPs deliverables; Collate closings list with Trust GL & Coop Brokers transactions and update Closings Activities Summary Ledger; Receive/collate utility bills (x 6) – produce cheque req for same; Receive/review 60-Day Report Nos. 166, 167 and 168 from H Chowdry (GM Global) forward same to L Wywrot (ECM/LCH) and T Fiore (CS) summarizing deficiencies and requesting status of remediations – archive reports; Receive/review invoice for services from H Chowdry (GM Global) forward same to L Wywrot (ECM/LCH) requesting confirmation of works delivered – subsequently receive confirmation and submit to P Doucet (Glynn) for inclusion with the May draw payment list; Receive/review [REDACTED] [REDACTED] Subsequently request M Juranka (LN) same sent to purchasers qualified for refunds; Contemporaneous monitoring of correspondences related to counsel activities, Taron deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	3.50	\$550.00	\$1,925.00
4/21/2026	TMCELROY	Review and sign several Receiver's certificates; Emails to/from Scott Ma re various matters; Emails to/from counsel re various matters; Review of F. Wang responding record and affidavit re vexatious litigant hearing; Conference call with Receiver, Elevate, Receiver's counsel, LN and Homelife; Review of indemnity re PAD refund;	1.60	\$595.00	\$952.00
4/22/2026	BRHODES	Preparing the March 2026 HST return with GST190 applications;	1.90	\$425.00	\$807.50

Receiver of Jefferson Properties Limited Part et al
c/o Albert Gelman Inc. in its capacity as Court Receiver
250 Ferrand Drive, Suite 403
Toronto, ON

INVOICE

Invoice Date: May 11, 2026
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Billing Through: Apr 30, 2026
File ID: JEFFERSONPROPERTIES

Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

4/22/2026	TSCOTT	Receive/review email request from M McLoughlin (LCH) for revised CCP – access Tarion portal revise, produce and submit same to M McLoughlin; Telcon P Doucet (Glynn) request for B19 reports and May 5 draw/payment schedule – follow-up email with same; Receive/review approved coop commission invoices for Unit 102 and Unit 203 from T Fiore (CS) with request to remit after successful closings – flag same for BF action; Review occupancy fee transactions for unit closed March 5 – send request to M Juranka (LN) to confirm if the purchaser requires occupancy fee refund; Receive/collate utility bills (x 7) – produce cheque req for same; Receive bulk utility bills – seek payment disposition clarification from M Wywrot (LCH) Condo Corp or Receiver onus; Receive/review Initial Form warranty claim from purchaser of POTL via Tarion – submit same to M Wywrot (LCH) for remedy / recommendations; Receive/review query from M Juranka (LN) seeking disposition of purchaser's maintenance fee cheque – submit internal query; Receive/review email from M Juranka (LN) confirming of above described occupancy fee refund is not required; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	3.10	\$550.00	\$1,705.00
4/22/2026	TMCELROY	Call with counsel and secured creditor; Review and sign unit 11 APS; Review and sign Receiver's certificate; Review and sign unit 108 APS; Review and sign unit 211 APS; Numerous emails from CS, Elevate, LN, PR, Homelife and others; Review and sign several estate trust cheques; Review of Fansey Wang notice of motion for leave to appeal; Email to/from counsel re same;	2.60	\$595.00	\$1,547.00
4/23/2026	BRHODES	March HST return and GST190 preparation;	1.00	\$425.00	\$425.00

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INVOICE

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Billing Through: Apr 30, 2026
File ID: JEFFERSONPROPERTIES

Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

4/23/2026	TSCOTT	Receive/review response from M Wywrot (ECM/LCH) notifying remediation in progress to correct Initial Form Tarion Claim from purchaser of POTL; Internal follow-up re M Juranka (LN) request seeking confirmation of purchaser's provision of maintenance fees payment – investigate with administration team – not received - provided response to M Juranka (LN); Receive/review email from L Wywrot (ECM/LCH) approving of payment on one of the two invoices provide by GM Global – request confirmation that consultant was notified that one invoice was rejected; Receive/review request from T Fiore (CS) to provide closings' SOAs to M Glynn (Glynn Group) to inform budget review – respond recommending the SOAs are provided by ECM/LCH to ensure more recent/accurate revisions are acquired; Receive/review co-op program doc for unit – archive same; Receive/review draft monthly HST filing from B Rhodes – respond to variance/gap queries – subsequently produce/submit HST Return cheque req; Receive/review email notification from D McLeod (LN) of POTL Closing with documented funds receipts – archive same; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	2.90	\$550.00	\$1,595.00
4/23/2026	TMCELROY	Review and sign unit 320, 206 and 208 APSs; Review and sign several Receiver's certificates; Update case website with 12 AVOs; Numerous emails from Homelife, LN, PR, CS, Elevate and others; Discuss banking matters with D. Cherniak; Review and sign Unit 11 APS amendment; Review of F. Want aid memoire re vexatious litigant motion;	1.70	\$595.00	\$1,011.50
4/24/2026	TSCOTT	Review BF items; Follow-up with ECM/LCH re disposition/assignment of bulk utility bills; Receive telcon inquiry from person identifying as bank representative for purchaser seeking amount of monthly condo fee for unit – provide same with contact info of M Chevrier (ECM/LCH) to acquire information; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	1.90	\$550.00	\$1,045.00
4/24/2026	TMCELROY	Sign Receiver's certificate; Attend scheduling hearing; Call with counsel re unit 305 extension agreement; Emails from LN, CS, Homelife, CS counsel and others; Update case website;	1.60	\$595.00	\$952.00
4/26/2026	TMCELROY	Update case website;	0.20	\$595.00	\$119.00

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INVOICE

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Billing Through: Apr 30, 2026
File ID: JEFFERSONPROPERTIES

Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

4/27/2026	TSCOTT	Follow-up with HST filing; Receive/review email request for current copy of trust account GL from M Glynn (Glynn Group) – access, produce and submit same; Receive/review notification of PAD occupancy fees recalled by purchasers – produce summary table of account activity and submit to M Juranka (LN) for advice/action; Receive/review CCP production request from M McLoughlin (LCH) access Tarion portal submit data for 3 enrolments produce CCPs and deliver same – archive; Submit request to Tarion to clear 3 previously completed enrolments for amendments/revisions; Receive/review collate utility bills (X 9) – includes reconciling with GL to confirm prior payment sent but not reported on bills due – produce/submit cheque req for same; Follow-up with M Chevrier (LCH/ECM) status of bulk utility bills disposition; Receive/review draft payment list from P Doucet (Glynn); Receive/review closing deposit information re Closing on April 22 from D McLeod (LN) – inform trust account GL code and archive same; Prepare Draw funding forecast, including forecasted funds from closing and HST obligations – submit same for internal review – archive same; Receive/review coop broker invoice provided by M Wywrot (ECM/LCH) request re-submission through T Fiore (CS) for approval; Receive/review email notification from Tarion advising 3 X enrolments cleared as requested - access Tarion portal submit data for 3 enrolments produce CCPs and deliver same – archive; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	4.60	\$550.00	\$2,530.00
4/27/2026	TMCELROY	Email from/to T. Fiore; Instructions to T. Paul re banking matters; Review and sign Receiver's certificate; Review and sign unit 310 amendment; Discuss monthly trade draw with T. Scott; Review and sign lot 30 APS; Review and sign second Receiver's certificate; Numerous emails from Elevate, CS, Homelife, LN, PR and others; Review and sign several estate trust cheques; Update case website;	2.10	\$595.00	\$1,249.50
4/28/2026	BRHODES	March 2025 HST and GST190 filing;	1.10	\$425.00	\$467.50
4/28/2026	BRHODES	March HST return and GST190 preparation;	0.50	\$425.00	\$212.50

Receiver of Jefferson Properties Limited Part et al
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INVOICE

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Invoice Num: <26-8949>
Billing Through: Apr 30, 2026
File ID: JEFFERSONPROPERTIES

Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

4/28/2026	TSCOTT	Receive/review approved coop commission invoices for Lot 35, Unit 107 and Unit 115 from T Fiore (CS) with request to remit after successful closings – flag same for BF action; Receive/review Condo Corp invoices from M Wywrot (LCH) – mark up and return for revision as previously described; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	1.80	\$550.00	\$990.00
4/28/2026	TMCELROY	Review and sign Unit 211 amendment; Attend call with counsel, Elevate and Homelife re sales process; Review and sign Receiver's certificates (2); Review and comments to counsel re letter to Supreme Court of Canada; Discuss March 2026 HST filing with B. Rhodes; Numerous emails from Elevate, LN, PR, Homelife and others;	0.70	\$595.00	\$416.50
4/29/2026	TSCOTT	Receive/review [REDACTED] [REDACTED] Receive/review [REDACTED] [REDACTED] Telcon P Gaskas – Appraiser – seeking to schedule a site visit for reviewing premises – provide same with LCH Contact info; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	1.90	\$550.00	\$1,045.00
4/29/2026	TMCELROY	Review of [REDACTED] Review and respond to [REDACTED] Review of motion materials filed by F. Wang re leave to appeal various Court rulings; Emails from Homelife and LN;	1.60	\$595.00	\$952.00
4/30/2026	TSCOTT	Receive/review drafts of Lien Release and MoS provided by R Shah (Counsel) verify Lein Reg #s and PINs – submit feedback; Receive/review request from J Seager (EQ) to add attendees to biweekly investors meeting – confirm same – respond; Receive/ review email from P Doucet seeking direction re invoice submissions approval – respond to same; Receive/review response letter from A Slavins (Counsel - Tarion) – archive same; Internal meeting re trade payment variance; Lenders/investors meeting; Contemporaneous monitoring of correspondences related to counsel activities, Tarion deliverables, amendments to APS and/or other miscellaneous construction trade and/or purchaser queries;	2.30	\$550.00	\$1,265.00

Receiver of Jefferson Properties Limited Part et al
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250 Ferrand Drive, Suite 403
Toronto, ON

INVOICE

Invoice Date: May 11, 2026
Invoice Num: <26-8949>
Billing Through: Apr 30, 2026
File ID: JEFFERSONPROPERTIES

Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

4/30/2026	TMCELROY	Review and sign unit 105 APS; Letter from Taron counsel; Correspondence from counsel re lien settlement; Review of draft form of minutes of settlement; Comments to counsel re same; Conference call with Receiver, Receiver's counsel, CS, Elevate and lending group; Emails to/from R. Shah re various matters; Emails from Elevate, LN, CS, Homelife and others;	1.50	\$595.00	\$892.50
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Total Fees: **\$56,240.00**
HST/GST: \$7,311.20

Summary by Staff:

	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Borden Rhodes, Associate	6.30	\$425.00	\$2,677.50
Bryan A Gelman, President, CIRP, LIT	0.40	\$675.00	\$270.00
Daphna Cherniak, Trust Fund Administrator	2.50	\$325.00	\$812.50
Jacqueline Dowdell, Associate	0.30	\$400.00	\$120.00
Steven Pitucci, Senior Manager, CPA, CA	0.80	\$460.00	\$368.00
Terry Scott, CPA	57.10	\$550.00	\$31,405.00
Tom McElroy, Managing Director, CPA, CBV, CIRP, LIT	34.60	\$595.00	\$20,587.00

Disbursements:

Taxable Disbursements

OTHER MISC.: \$330.00
SEARCH FEES: \$4.80

Total Expenses: **\$334.80**
HST/GST: \$43.52

Amount Due This Invoice: **\$63,929.52**



Receiver of Jefferson Properties Limited Part et al
c/o Albert Gelman Inc. in its capacity as Court Receiver
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INVOICE

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Billing Through: Apr 30, 2026
File ID: JEFFERSONPROPERTIES

Re: Receivership of 39, 53 & 67 Jefferson Side Road, Richmond Hill, Ontario

Payment Methods:

Interac e-Transfer:

Payment by e-transfer must include the FILE ID located on the upper corner of the invoice.
Send payment to payments@albertgelman.com.

Electronic Funds Transfer (EFT) / Wire (CDN\$):

Beneficiary Bank: The Toronto-Dominion Bank
Branch Address: 161 Bay St., Toronto, Ontario M5J 2T2
Bank Institution Number: 004
Transit: 05002
Account Number: 5252455
Beneficiary Name: Albert Gelman Inc.
Swift Code: TDOMCATTOR

Cheques:

Payments by cheque can be mailed to:
Albert Gelman Inc.
150 Ferrand Drive, Suite 1503, Toronto, Ontario M3C 3E5

This is Exhibit "C" referred to in the Affidavit of
Bryan Gelman, sworn before me on
May 13, 2026



Tom McElroy

S6TEMXS7ASYCKV8C

Thomas John McElroy, a Commissioner, etc.,
Province of Ontario, for Albert Gelman Inc.
Expires February 14, 2028

Albert Gelman Inc.

Exhibit C

In its capacity as Receiver and Manager of

2011836 Ontario Corp. and Jefferson Properties Limited Partnership

And not in its personal or corporate capacity

Statement of Accounts

Staff member	Position	Hours worked	Avg. * Hourly rate	Total
			(\$)	(\$)
Bryan Gelman, CIRP, LIT	Senior Managing Director	4.0	675.00	2,700.00
Tom McElroy, CPA, CA, CBV, CIRP, LIT	Managing Director	97.2	595.00	57,834.00
Terry Scott, CPA, CMA, MBA	Senior Associate	190.2	550.00	104,610.00
Steven Pitucci, CPA, CA	Associate	1.2	460.00	552.00
Borden Rhodes	Associate	11.4	425.00	4,845.00
Jacqueline Dowdell	Estate Administrator	0.6	400.00	240.00
Daphna Cherniak	Estate Administrator	9.5	325.00	3,087.50
		314.1	553.55	173,868.50

APPENDIX L

Court File No. CV-23-00710795-00CL

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

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

-and-

2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,
1000162801 ONTARIO CORP., AMERICAN CORPORATION
and 1000199992 ONTARIO CORP.

Respondents

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

**AFFIDAVIT OF CANDACE BAUMTROG
(Affirmed May 12, 2026)**

I, Candace Baumtrog, of the City of Toronto, in the Province of Ontario, **MAKE OATH
AND SAY:**

1. I am an assistant at the law firm of Paliare Roland Rosenberg Rothstein LLP ("**Paliare Roland**"). I have personal knowledge of the matters to which I hereinafter refer.
2. Paliare Roland has provided legal services to and incurred disbursements on behalf of the Receiver.
3. The detailed invoice attached hereto and marked as **Exhibit "A"** are dockets (the "**February Dockets**") which set out Paliare Roland's fees and disbursements from February 1, 2026 to February 28, 2026. The February Dockets describe the services provided and the amounts charged by Paliare Roland from February 1-28, 2026.
4. The detailed invoice attached hereto and marked as **Exhibit "B"** are dockets (the "**March Dockets**") which set out Paliare Roland's fees and disbursements from March

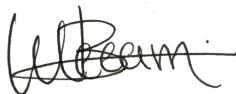
1, 2026 to March 31, 2026. The March Dockets describe the services provided and the amounts charged by Paliare Roland from March 1-31, 2026.

5. The detailed invoice attached hereto and marked as **Exhibit "C"** are dockets (the "**April Dockets**") which set out Paliare Roland's fees and disbursements from April 1, 2026 to April 30, 2026. The April Dockets describe the services provided and the amounts charged by Paliare Roland from April 1-30, 2026.
6. The following is a summary of the professionals whose services are reflected in the February, March and April Dockets, including hourly rates, fees billed, hours billed and the average hourly rate charged by Paliare Roland. The hourly rates charged are the usual hourly rates charged by Paliare Roland for the listed professionals for this type of matter.

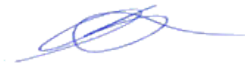
Professional	Hourly Rate	Hours Billed	Fees Billed
Jeff Larry	\$1,100/hr	5.7	\$6,270.00
Ryan Shah	\$600/hr	139	\$83,400.00
Johnathon Cruickshank	\$275/hr	129.6	\$35,640.00
Sharon Ryu	\$320/hr	0.2	\$64.00
Corp. Search Clerk	\$275/hr	2.6	\$715.00
Meredith Francis	\$320/hr	1.60	\$512.00
Subtotal			\$126,601.00

7. Inclusive of HST and disbursements, the total amount of the February, March and April Dockets is **\$149,012.71**.

AFFIRMED by Candace Baumtrog at the
City of Toronto, in the Province of Ontario,
before me on June 27, 2024 in accordance
with [O. Reg. 431/20](#), Administering Oath or
Declaration Remotely.



A Commissioner for taking Affidavits



CANDACE BAUMTROG

This is Exhibit "A" referred to in the Affidavit of Candace Baumtrog, affirmed May 12, 2026

A handwritten signature in black ink, appearing to read 'J. Baum', is positioned above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

Paliare Roland

Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

T. 416.646.4300 / F. 416.646.4301

Private and Confidential
Bryan Gelman
Albert Gelman Inc.
100 Simcoe St.
Suite 125
Toronto, Ontario M5H 3G2

February 28, 2026
Invoice No.: 141804
Our File No.: 36410-101846

RE: Jefferson

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending February 28, 2026:

OUR FEES	\$ 37,325.00
Total Disbursements subject to HST	1,281.71
Total HST	<u>5,018.87</u>

INVOICE TOTAL	\$ 43,625.58
Less: Funds applied from Trust	<u>(2,728.95)</u>

BALANCE DUE ON THIS INVOICE	<u><u>\$ 40,896.63</u></u>
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PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

Per:



Jeffrey Larry

Paliare Roland

Paliare Roland Rosenberg Rothstein LLP
 155 Wellington St. West, 35th Floor
 Toronto, ON M5V 3H1

T. 416.646.4300 / F. 416.646.4301

Private and Confidential
 Bryan Gelman
 Albert Gelman Inc.
 100 Simcoe St.
 Suite 125
 Toronto, Ontario M5H 3G2

February 28, 2026
 Invoice No.: 141804
 Our File No.: 36410-101846

RE: Jefferson

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending February 28, 2026:

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
02/02/26	JC	Correspondence with R. Shah re [REDACTED] [REDACTED] review F. Wang materials and correspondence re motion record;	275.00	1.40	385.00
02/02/26	RS	Review F. Wang motion record; various emails re. same; review emails re. condo issues;	600.00	0.50	300.00
03/02/26	JC	Review correspondence re February 11 case conference and vexatious litigant motion; meeting with R. Shah re file updates; correspondence with unit 102 counsel;	275.00	1.10	302.50
03/02/26	RS	Email CS counsel re. matter status; emails re. case conference;	600.00	2.20	1,320.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		draft aide memoire; draft notice of motion re. vexatious litigant order; call client and advisor re. sales; call with T. McElroy and T. Scott re. construction; meet with J. Cruickshank re. matter status;			
04/02/26	JC	Draft order for ONCA decision against F. Wang; draft [REDACTED] [REDACTED] [REDACTED] discussion with C. Baumtrog re [REDACTED] [REDACTED]	275.00	5.40	1,485.00
04/02/26	RS	Attend case conference re. liens; review OCA decision; report to client re. same; review issues re. potential review of decision; email re. costs; review notice of motion;	600.00	1.30	780.00
05/02/26	JC	Draft order for ONCA decision against F. Wang; draft [REDACTED] [REDACTED] [REDACTED] organize exhibits re same;	275.00	4.10	1,127.50
05/02/26	RS	Email re. AVOs; draft same; attend meeting with client, secured creditor and advisor; email W. Greenspoon re.	600.00	0.90	540.00

DATE	LYR	DESCRIPTION assignment of claims;	RATE	HOURS	AMOUNT
06/02/26	JC	Correspondence with R. Shah re draft order for ONCA decision against F. Wang; correspondence with R. Shah re F. Wang Rule 15 motion; research re same; edit [REDACTED] [REDACTED]	275.00	2.30	632.50
06/02/26	RS	Review F. Wang notice of motion; emails re. same; email to Cameron Stephens re. matter status; review and revise draft order; various emails re. same;	600.00	0.60	360.00
08/02/26	JC	Review correspondence re appointment of arbitrator;	275.00	0.10	27.50
08/02/26	RS	Emails re. form of order; email to Cameron Stephens re. matter status; email re. Spectrum claim;	600.00	1.40	840.00
09/02/26	JC	Correspondence with R. Shah re F. Wang Rule 15 motion; research re same; edit [REDACTED] [REDACTED]	275.00	5.70	1,567.50

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
09/02/26	RS	Email F. Wang re. form of orders; review email re. F. Wang representation motion; emails re. closing; prepare vesting orders; draft aide memoire;	600.00	1.20	720.00
10/02/26	CSC	Instructions received from R. Shah to conduct search on PIN numbers 30136-0045, 30136-0117, 30136-0042 and 30136-0069; Conducted searches on Teranet; Receipt, reviewed and saved search results and provided same to R. Shah..	275.00	0.20	55.00
10/02/26	JC	Meeting with R. Shah re vexatious litigant motion and u [REDACTED] [REDACTED] preliminary research re vexatious litigant motion;	275.00	1.10	302.50
10/02/26	JL	Discussion with R. Shah about upcoming case conference;	1,100.00	0.40	440.00
10/02/26	RS	Draft AVOs; emails re. same; call to T. McElroy re. same; prepare workflow for AVOs; meet with J. Cruickshank re. matter status; sales team meeting; call to J. Larry re. case conference; draft	600.00	2.10	1,260.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		aide memoire; emails re. same;			
11/02/26	CSC	Instructions received from R. Shah to conduct searches on PIN numbers 30136- 0043 and 30136- 0093; Conducted searches on Teranet; Receipt, reviewed and saved search results and provided same to R. Shah.	275.00	0.10	27.50
11/02/26	JC	Attend case conference and related preparation; edit unit [REDACTED] [REDACTED] correspondence with M. Juranka and C. Baumtrog re same;	275.00	3.60	990.00
11/02/26	JL	Prepare for and attend at case conference before Justice Conway; discussion with R. Shah; correspondence with clients; review Notice of Motion;	1,100.00	1.40	1,540.00
11/02/26	RS	Prepare AVOs; various emails re. same; review endorsement; draft cost submissions; meet with sales team re. closing work flow; revising AVOs; emails re. same; prepare consent order;	600.00	2.30	1,380.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
12/02/26	CSC	Instructions received from R. Shah to conduct searches on PIN numbers 30136-0054 and 30136-0105; Conducted searches on Teranet; Receipt, reviewed and saved search results and provided same to R. Shah..	275.00	0.10	27.50
12/02/26	JC	Edit unit [REDACTED] [REDACTED] prepare vexatious litigant motion materials;	275.00	2.60	715.00
12/02/26	RS	Review and revise vesting orders; various emails re. same; prepare materials for AVO motion; emails re. same; email to court re. re-issuance of AVOs; review affidavits re. service; email re. commission issue;	600.00	4.20	2,520.00
13/02/26	CSC	Instructions received from R. Shah to conduct searches on PIN numbers 30136-0036, 30136-0116, 03208-3249, 03208-3251 and 03208-3262; Conducted searches on Teranet; Receipt, reviewed and saved search results and provided same to R. Shah.	275.00	0.20	55.00
13/02/26	JC	Edit [REDACTED] [REDACTED]	275.00	2.80	770.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		prepare vexatious litigant motion materials; upload unit information documents to DMS;			
13/02/26	RS	Prepare AVOs; various emails re. same; draft motion materials for Unit 307 motion; draft factum for arbitration motion; email re. form of order; emails re. fee affidavits; review same;	600.00	2.00	1,200.00
16/02/26	RS	Email re. arbitration order;	600.00	0.10	60.00
17/02/26	JC	Vexatious litigant motion research; meeting with R. Shah re same; sales/APS updates team meeting; commission affidavits; correspondence with W. Webb re notice of motion for service;	275.00	1.20	330.00
17/02/26	JL	Consider issues re motion for arbitrator;	1,100.00	0.30	330.00
17/02/26	RS	Emails re. closing certificate; call to T. McElroy; review spectrum letter; meet with sales team; meet with J. Cruickshank re. various issues; draft factum re. arbitration motion; draft various motion materials for arbitration motion;	600.00	3.90	2,340.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		prepare cost submissions;			
18/02/26	JC	Draft report for the receiver;	275.00	6.00	1,650.00
18/02/26	RS	Draft arbitration factum; various emails re. same; various emails re. form of order; prepare cost submissions; email re. same; review and revise AVOs; emails re. same;	600.00	4.30	2,580.00
19/02/26	JC	Draft report for the receiver;	275.00	1.10	302.50
19/02/26	RS	Email re. meeting; email re. price list;	600.00	0.10	60.00
20/02/26	JC	Draft report for the receiver;	275.00	2.70	742.50
20/02/26	RS	Emails re. AVOs; prepare notice of motion re. Unit 307; emails re. arbitration order; various emails re. arbitration motion;	600.00	1.10	660.00
21/02/26	RS	Draft motion materials for AVO hearing;	600.00	0.70	420.00
22/02/26	RS	Finalize AVOs; email re. same; draft report; email re. arbitration; prepare notice of discontinuance; revise service list; draft various motion materials;	600.00	2.30	1,380.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
23/02/26	RS	Prepare for and attend hearing re. motion appointing arbitrator; emails re. same; various and extensive emails re. motion record for AVO motion; prepare various motion materials for AVO motion; review and redact invoice for fee affidavit; draft factum for AVO motion; consider issues re. assignment agreement; draft same; upload materials to caselines;	600.00	4.20	2,520.00
24/02/26	RS	Various tasks re. filing materials for motion; draft factum; sales team meeting; various emails re. AVOs;	600.00	2.20	1,320.00
25/02/26	RS	Review motion materials from F. Wang; email re. Receiver's certificates; review record re. vexatious litigant motion; email re. unit closing extension; email re. extension fee question;	600.00	0.90	540.00
26/02/26	RS	Email re. AVOs;	600.00	0.10	60.00
27/02/26	RS	Various emails re. AVOs;	600.00	0.30	180.00

Receiver's Motion Record p. 313

Invoice No.: 141804
Our File No.: 36410-101846
Page No.: 10

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
28/02/26	RS	Prepare Receiver's certificates; email re. same;	600.00	0.30	180.00

Invoice No.: 141804
 Our File No.: 36410-101846
 Page No.: 11

TIME SUMMARY

MEMBER	HOURS	RATE	VALUE
, Corporate Search Clerk (CSC)	0.60	275.00	165.00
Cruickshank, Johnathon (JC)	41.20	275.00	11,330.00
Shah, Ryan (RS)	39.20	600.00	23,520.00
Larry, Jeffrey (JL)	2.10	1,100.00	2,310.00
	<u>87.30</u>		

OUR FEES \$ 37,325.00
 HST at 13% 4,852.25

Taxable Disbursements:

09/01/26	Execution Searches Re: CSP Cheque No. 12518 For Ref 7021120 issued to Teranet	372.11
13/01/26	Execution Searches Re: CSP Cheque No. 12519 For Ref 7026111 issued to Teranet	372.11
10/02/26	Execution Searches Re: CSP Search Cheque No. 12403 For Ref 7072773 issued to Teranet Inc	165.38
11/02/26	Execution Searches Re: CSP Cheque No. 12409 For Ref 7075418 issued to Teranet Inc	82.69
12/02/26	Execution Searches Re: CSP Cheque No. 12439 For Ref 7078222 issued to Teranet	82.69
13/02/26	Execution Searches Re: CSP Cheque No. 12443 For Ref 7079919 issued to Teranet	41.35
13/02/26	Execution Searches Re: CSP Cheque No. 12444 For Ref 7079876 issued to Teranet	165.38

Total Disbursements 1,281.71
 HST at 13% 166.62

INVOICE TOTAL \$ 43,625.58
 Less: Funds applied from Trust (2,728.95)

BALANCE DUE ON THIS INVOICE \$ 43,625.58

Paliare Roland

Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

T. 416.646.4300 / F. 416.646.4301

Private and Confidential
Bryan Gelman
Albert Gelman Inc.
100 Simcoe St.
Suite 125
Toronto, Ontario M5H 3G2

February 28, 2026
Invoice No.: 141804
Our File No.: 36410-101846

RE: Jefferson

**REMITTANCE COPY
PLEASE REMIT WITH PAYMENT**

OUR FEES	\$ 37,325.00
Total Disbursements subject to HST	1,281.71
Total HST	5,018.87
INVOICE TOTAL	\$ 43,625.58
Less: Funds applied from Trust	<u>(2,728.95)</u>
BALANCE DUE ON THIS INVOICE	<u><u>\$ 40,896.63</u></u>

This is Exhibit "B" referred to in the Affidavit of Candace Baumtrog, affirmed May 12, 2026



Commissioner for Taking Affidavits (or as may be)

Paliare Roland

Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

T. 416.646.4300 / F. 416.646.4301

Private and Confidential
Bryan Gelman
Albert Gelman Inc.
100 Simcoe St.
Suite 125
Toronto, Ontario M5H 3G2

March 31, 2026
Invoice No.: 142315
Our File No.: 36410-101846

RE: Jefferson

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending March 31, 2026:

OUR FEES	\$ 37,794.00
Non Taxable Disbursements	339.00
Total Disbursements subject to HST	174.44
Total HST	<u>4,935.90</u>

INVOICE TOTAL	<u><u>\$ 43,243.34</u></u>
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PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

Per: 

Jeffrey Larry

Paliare Roland

Paliare Roland Rosenberg Rothstein LLP
 155 Wellington St. West, 35th Floor
 Toronto, ON M5V 3H1

T. 416.646.4300 / F. 416.646.4301

Private and Confidential
 Bryan Gelman
 Albert Gelman Inc.
 100 Simcoe St.
 Suite 125
 Toronto, Ontario M5H 3G2

March 31, 2026
 Invoice No.: 142315
 Our File No.: 36410-101846

RE: Jefferson

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending March 31, 2026:

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
01/03/26	RS	Revise draft orders; email re. confidential appendices; email re. closing certificates;	600.00	0.40	240.00
02/03/26	CSC	Instructions received from R. Shah to conduct PIN search re Parcel Registers 30136-0037 and 30136-0127; Conducted searches on Teranet; Receipt, reviewed and saved search results and provided same to R. Shah.	275.00	0.10	27.50
02/03/26	JC	Attend hearing and related preparation;	275.00	0.60	165.00
02/03/26	RS	Prepare for hearing; email re. same; attend same; emails re. closing; draft AVO; various emails re. same;	600.00	1.60	960.00
03/03/26	JC	Attend JPLP/AGI check in meeting; discussion with R.	275.00	0.60	165.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		Shah re vexatious litigant motion; correspondence with W. Webb re motion for service;			
03/03/26	RS	Emails re. purchaser question; sales team meeting; emails re. AVOs; revise certificates re. same; review and revise report re. vexatious litigant order; review and revise [REDACTED] [REDACTED] review motion materials for motion to validate service; meet with J. Cruickshank re. various matters;	600.00	1.50	900.00
04/03/26	JC	Finalize affidavits for [REDACTED]	275.00	1.10	302.50
04/03/26	RS	Emails re. sale transactions; various tasks re. over the counter AVOs; email re. arbitration;	600.00	0.40	240.00
05/03/26	JC	Review target price list; correspondence with R. Shah and M. Wywrot re same;	275.00	0.90	247.50
05/03/26	JL	Meet with R. Shah re: Tarion issues; correspondence;	1,100.00	0.40	440.00
05/03/26	RS	Receipt and review of various emails; email re. unit pricing; meet with W. Greenspoon re. assignment; various tasks re. assignment	600.00	4.50	2,700.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		agreement; review Tarion issues; call T. McElroy re. same; meet with J. Larry re. same; meet with client and advisors; draft AVO materials; call to T. Fiore;			
09/03/26	JC	Correspondence with M. Juranka re affidavit for unit 110 litigation; edit vexatious litigant report;	275.00	1.90	522.50
10/03/26	JC	Attend AGI/JPLP sales process meeting;	275.00	0.30	82.50
10/03/26	RS	Email re. assignment issues; draft memo re. Tarion issue; review documents re. same; meet with sales team; tasks re. AVOs;	600.00	2.90	1,740.00
11/03/26	RS	Email re. AVO;	600.00	0.10	60.00
12/03/26	JL	Call with R. Shah;	1,100.00	0.30	330.00
12/03/26	RS	Call to J. Larry re. Tarion issue; email re. same; emails re. receiver's certificates; draft materials for AVO;	600.00	0.80	480.00
13/03/26	JC	Edit vexatious litigant report; correspondence with M. Juranka re affidavit for unit 110 litigation; draft factum for [REDACTED]	275.00	3.80	1,045.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
13/03/26	RS	Various tasks re. AVOs; call to T. McElroy re. Tarion issue; various emails re. same; revise memo re. same; draft materials re. arbitration assignment;	600.00	1.90	1,140.00
14/03/26	JC	Draft report re vexatious litigant motion;	275.00	1.20	330.00
15/03/26	RS	Various emails; review and revise memo re. letters of credit;	600.00	0.40	240.00
16/03/26	JC	Draft report re vexatious litigant motion; draft order re costs;	275.00	6.10	1,677.50
16/03/26	RS	Review materials sent by F. Wang; emails re. outstanding liens; draft motion materials for vexatious litigant motion; review law re. same; draft aide memoire; research issues re. Rule 15; call to M. Wywrot; review and revise report re. vexatious litigant motion;	600.00	3.50	2,100.00
17/03/26	JC	Correspondence with R. Shah re draft order for costs; call with R. Shah re same;	275.00	0.40	110.00
17/03/26	RS	Review and revise	600.00	6.40	3,840.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		cost order; various emails re. same; draft aide memoire re. Rule 15 motion; various emails re. same; call to lien claimant counsel; review and revise report re. vexatious litigant motion; sales team meeting; review memo re. letter of credit issue; email re. same; meet with D. Montgomery re. letter of credit issue; emails re. AVO issues; various tasks re. AVOs;			
18/03/26	JC	Correspondence with M. Juranka re [REDACTED] [REDACTED] commissioning re same; edit vexatious litigant notice of motion; attend hearing and related preparation; draft order re cost submissions;	275.00	4.90	1,347.50
18/03/26	SR	Communicate (in firm) emails from/to R. Shah re instructions to prepare costs outline	320.00	0.10	32.00
18/03/26	RS	Review F. Wang materials; prepare for and attend hearing; review decision re. Rule 15 motion; email re. costs; review statements of claim; various tasks	600.00	3.30	1,980.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		re. AVOs; review and revise report draft; review and revise draft order re. dismissal of motion;			
19/03/26	MF	Emails with R. Shaw re Costs Outline re Rule 15 representation;	320.00	0.20	64.00
19/03/26	RS	Review and revise form of order; email re. same; email re. filing receiver's certs; meet re. construction lien issue; meeting with advisors;	600.00	1.00	600.00
20/03/26	MF	Emails with R. Shaw; preparation of costs outline re Rule 15 motion, returnable March 18, 2026;	320.00	1.40	448.00
20/03/26	RS	Email re. pre-receivership commissions; draft letter re. Tarion LOC; review statements of claim; emails re. same; review cost outline; email re. same; draft assignment agreements; [REDACTED]	600.00	2.30	1,380.00
22/03/26	RS	Review and revise report re. vexatious litigant motion; email re. same; emails re. cost order question;	600.00	1.80	1,080.00
23/03/26	CSC	Instructions received from R. Shah to conduct parcel	275.00	0.10	27.50

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		register search for PIN 30136-0008 and PIN 30136-0088; Conducted searches on Teranet; Receipt, reviewed and saved search results and provided same to R. Shah.			
23/03/26	JC	Research re costs order;	275.00	2.20	605.00
23/03/26	JL	Correspondence regarding motion and orders; discussion with R. Shah;	1,100.00	0.60	660.00
23/03/26	RS	Review issues re. statements of claim; meet with W. Greenspoon re. various issues; various tasks re. AVOs; finalize and serve cost outline; draft letter re. appeal; email re. occupancy fees;	600.00	2.30	1,380.00
24/03/26	JC	Discussion with R. Shah re vexatious litigant motion and security for costs motion;	275.00	0.40	110.00
24/03/26	RS	Finalize statements of claim re. trade actions; email re. tax certificates; draft assignment agreement materials; call T. Scott re. vexatious litigant report; review and revise report; sales team check in;	600.00	2.50	1,500.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
25/03/26	JL	Review and comment on draft report; internal discussions;	1,100.00	0.60	660.00
25/03/26	RS	Emails re. contractor claims; draft materials re. assignment agreement; email re. AVO; finalize tenth report; meet with M. Juranka re. various issues; draft minutes of settlement re. [REDACTED] [REDACTED] email re. APSs; call to T. McElroy re. various issues; call to S. Ma re. closing issue;	600.00	1.80	1,080.00
26/03/26	JC	Edits to vexatious litigant motion documents; research re security for costs motion;	275.00	0.90	247.50
26/03/26	RS	Review issues re. vexatious litigant order; finalize report re. same; prepare motion materials re. vexatious litigant motion; various emails re. same; emails re. claims; emails re. AVO;	600.00	1.40	840.00
27/03/26	JC	Research re security for costs motion; correspondence with R. Shah re same;	275.00	2.60	715.00
27/03/26	RS	Email re. arbitration; email re. Royal Welders claim; call to M. Wywrot re.	600.00	0.40	240.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		parking unit issue;			
28/03/26	JC	Research re security for costs motion; correspondence with R. Shah re same;	275.00	1.20	330.00
28/03/26	RS	Review case law re. security for costs; email re. same; emails re. lien resolution; draft settlement agreement re. same; prepare revised AVO; emails re. same;	600.00	0.70	420.00
29/03/26	RS	Review notice of appeal;	600.00	0.10	60.00
30/03/26	CSC	Instructions received from R. Shah to conduct parcel register search for PIN 30136-0128; Conducted search on Teranet; Receipt, reviewed and saved search result and provided same to R. Shah.	275.00	0.10	27.50
30/03/26	RS	Call to lien claimant counsel re. resolution; review cost submissions of F. Wang; review letter from Spectrum counsel; draft AVO;	600.00	0.50	300.00
31/03/26	JC	Attend team sales process meeting;	275.00	0.20	55.00
31/03/26	JL	Review and consider letter to Tarion; conference with R. Shah;	1,100.00	0.50	550.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
31/03/26	JL	Review and revise letter re Tarion; correspondence and meeting with R. Shah;	1,100.00	0.50	550.00
31/03/26	RS	Tasks re. AVO; email re. lien claim resolution; review and revise Tarion letter; call re. unit sales status; review trade contract; email re. same; email re. settlement offer;	600.00	0.70	420.00

TIME SUMMARY

MEMBER	HOURS	RATE	VALUE
, Corporate Search Clerk (CSC)	0.30	275.00	82.50
Cruikshank, Johnathon (JC)	29.30	275.00	8,057.50
Ryu, Sharon (SR)	0.10	320.00	32.00
Shah, Ryan (RS)	43.20	600.00	25,920.00
Francis, Meredith (MF)	1.60	320.00	512.00
Larry, Jeffrey (JL)	2.90	1,100.00	3,190.00
	77.40		

OUR FEES \$ 37,794.00
 HST at 13% 4,913.22

Non Taxable Disbursements:

16/02/26 Filing Fee Re: Filing Fee Cheque No. 12697 For Ref 465E-55C3-52C6-1477 issued to Minister of Finance 339.00

Taxable Disbursements:

02/03/26 Execution Searches Re: Teranet Search CSP Cheque No. 12707 For Ref 7107599 issued to Teranet Inc 87.22

23/03/26 Execution Searches Re: CSP Cheque No. 12790 For Ref 7146821 issued to Teranet Inc 87.22

Total Disbursements 174.44
 HST at 13% 22.68

Invoice No.: 142315
Our File No.: 36410-101846
Page No.: 11

INVOICE TOTAL

\$ 43,243.34

Paliare Roland

Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

T. 416.646.4300 / F. 416.646.4301

Private and Confidential
Bryan Gelman
Albert Gelman Inc.
100 Simcoe St.
Suite 125
Toronto, Ontario M5H 3G2

March 31, 2026
Invoice No.: 142315
Our File No.: 36410-101846

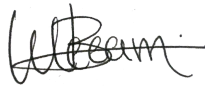
RE: Jefferson

**REMITTANCE COPY
PLEASE REMIT WITH PAYMENT**

OUR FEES	\$ 37,794.00
Non Taxable Disbursements	339.00
Total Disbursements subject to HST	174.44
Total HST	<u>4,935.90</u>

INVOICE TOTAL	<u><u>\$ 43,243.34</u></u>
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This is Exhibit "C" referred to in the Affidavit of
Candace Baumtrog, affirmed May 12, 2026

A handwritten signature in black ink, appearing to read "C. Baumtrog", is written above a horizontal line.

Commissioner for Taking Affidavits (or as may be)

Paliare Roland

Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

T. 416.646.4300 / F. 416.646.4301

Private and Confidential

April 30, 2026

Invoice No.: 142915

Our File No.: 36410-101846

Albert Gelman Inc.

100 Simcoe St., Suite 125

Toronto, Ontario M5H 3G2

c/o Bryan Gelman

RE: Jefferson

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending April 30, 2026:

OUR FEES	\$ 51,422.00
Non Taxable Disbursements	825.00
Total Disbursements subject to HST	2,842.42
Total HST	<u>7,054.37</u>

INVOICE TOTAL

\$ 62,143.79

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP

Per: 

Jeffrey Larry

Paliare Roland

Paliare Roland Rosenberg Rothstein LLP
 155 Wellington St. West, 35th Floor
 Toronto, ON M5V 3H1

T. 416.646.4300 / F. 416.646.4301

Private and Confidential

Albert Gelman Inc.
 100 Simcoe St., Suite 125
 Toronto, Ontario M5H 3G2

April 30, 2026
 Invoice No.: 142915
 Our File No.: 36410-101846

c/o Bryan Gelman

RE: Jefferson

FOR PROFESSIONAL SERVICES RENDERED on this matter for the period ending April 30, 2026:

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
01/04/26	RS	Emails re. [REDACTED] [REDACTED] review trade contract; email re. same; meet with opposing counsel re. arbitration; draft letter re. same; emails re. same; email M. Juranka re. various documents;	600.00	2.00	1,200.00
02/04/26	RS	Finalize letter to arbitrator; emails re. same; emails re. Tarion LOC issue; meet with client and advisors; send Tarion letter;	600.00	1.00	600.00
03/04/26	JC	Correspondence re SCC appeal;	275.00	0.30	82.50
03/04/26	RS	Review supreme court application by F. Wang; review issues re. same;	600.00	1.40	840.00
04/04/26	RS	Review issues re. supreme court appeal; review	600.00	0.30	180.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		contract; email re. same;			
06/04/26	JC	Correspondence and meeting with R. Shah re SCC appeal; discussion with colleagues re scheduling motion for substitute service; update counsel information in notice of motion for vexatious litigant motion;	275.00	2.40	660.00
06/04/26	RS	Email re. SCC appeal; meet with J. Cruickshank re. same; review email from arbitrator; meet with T. Scott re. CCDC; draft assignment agreements; email Cameron Stephens counsel re. various issues re. same; email re. [REDACTED] 1 [REDACTED]	600.00	1.90	1,140.00
07/04/26	CSC	Instructions received from R. Shah to conduct search re PIN numbers 30136-0006 and 30136-0090; Conducted search on Teranet; Receipt, reviewed and saved search results and provided same to R. Shah.	275.00	0.10	27.50
07/04/26	JC	Attend sales process meeting; correspondence with R. Shah and C.	275.00	5.00	1,375.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		Baumtrog re motion scheduling; research for factum for vexatious litigant motion;			
07/04/26	RS	Email Court re. appeal; email re. AVO; email re. service list in Amercan proceeding; sales team call; report to client re. costs order; review and revise notice of motion re. vexatious litigant order; emails to W. Greenspoon re. various matters; draft AVOs;	600.00	1.30	780.00
08/04/26	JC	Research re security for costs;	275.00	2.30	632.50
08/04/26	RS	Email re. motion for substitute service; prepare AVOs; email lien claimant counsel; draft NOM for vexatious litigant motion; draft various court orders; various emails re. same;	600.00	1.60	960.00
09/04/26	JC	Correspondence with C. Baamtrog re [REDACTED] [REDACTED]	275.00	0.30	82.50
09/04/26	RS	Review letter from purchaser counsel; email re. arbitration; meet with U. Nicola re. property tax issue; email re. same; finalize vexatious litigant NOM; email	600.00	0.90	540.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		re. same; review rules re. vexatious litigant motion; draft vexatious litigant order;			
10/04/26	RS	Email re. APS issue; review vexatious litigant motion record; various emails re. same; email re. appointment to settle order; draft supplemental report;	600.00	1.00	600.00
12/04/26	JC	Research re security for costs;	275.00	2.00	550.00
13/04/26	CSC	Instructions received from R. Shah to conduct search re PIN numbers 30136-0030, 30136-0077, 30136-0024, 30136-0091, 03208-3276, 30136-0039, 30136-0096, 30136-0009, 30136-0087, 30136-0029, 30136-0076 and 3208-3277; Conducted searches on Teranet; Receipt, reviewed and saved search results and provided same to R. Shah.	275.00	0.30	82.50
13/04/26	JC	Research re security for costs and correspondence with R. Shah re same; research re [REDACTED] [REDACTED] [REDACTED]	275.00	4.70	1,292.50

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
13/04/26	RS	Emails re. case conference; review proof of service; email re. AVOs; call to A. Slavens re. Tarion issue; review student research; draft various and extensive materials related to AVOs;	600.00	2.50	1,500.00
14/04/26	CSC	Instructions received from R. Shah to conduct search re PIN numbers 30136-0035, 30136-0126 and 30136-0129; Conducted searches on Teranet; Receipt, reviewed and saved search results and provided same to R. Shah.	275.00	0.10	27.50
14/04/26	JC	Draft factum for vexatious litigant motion; discussion and correspondence with G. Hawe re same; research re Supreme Court of Canada jurisdiction; correspondence and discussion with C. Baumtrog re [REDACTED]	275.00	6.00	1,650.00
14/04/26	RS	Draft various AVO materials; emails re. same; emails re. case conference; email Cameron Stephens counsel; email re. vexatious litigant factum; meet with sales team;	600.00	1.50	900.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		email re. form of order;			
15/04/26	JC	Research re Supreme Court of Canada jurisdiction; correspondence and discussion with R. Shah re same; call with C. Baumtrog re filing vexatious litigant motion; correspondence with R. Shah and C. Baumtrog re same;	275.00	3.90	1,072.50
15/04/26	RS	Meet with J. Cruickshank re. SCC appeal issues and various other issues; various emails re. case conference; email re. [REDACTED] email re. attendance to settle form of order; email re. Court of Appeal form of order; review letter from SCC; review various SCC rules; email re.	600.00	1.30	780.00
16/04/26	CSC	Instructions received from R. Shah to conduct search re PIN numbers 30136-0033, 30136-0119, 30136-0058 and 30136-0102; Conducted searches on Teranet; Receipt, reviewed and saved search results and provided same to R. Shah.	275.00	0.10	27.50

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
16/04/26	RS	Various emails re. case conference; various emails re. AVO issue; review emails re. appeal; review and revise letter re. settlement offer; draft AVO materials; call to M. Juranka re. Unit 114 resolution; review KC contract; meet with client and advisors;	600.00	4.00	2,400.00
17/04/26	JC	Supreme Court of Canada leave to appeal research;	275.00	2.90	797.50
17/04/26	RS	Draft case conference brief for vexatious litigant motion; draft supplemental report re. same; call to A. Wali re. purchaser dispute; emails re. AVO issues; review issue re. commissions;	600.00	3.60	2,160.00
20/04/26	CSC	Instructions received from R. Shah to conduct search re PIN numbers 30136-0055 and 30136-0135; Conducted search on Teranet; Receipt, reviewed and saved search results and provided same to R. Shah.	275.00	0.10	27.50
20/04/26	JC	Supreme Court of Canada leave to appeal research; draft vexatious litigant factum;	275.00	5.70	1,567.50

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
20/04/26	RS	Draft AVOs; emails re. same; review research re. leave to appeal to SCC; email to cooperating brokers; draft aide memoire re. case conference; email re. same; review and revise KC Structural agreement; address issues with service list; respond to inquiry from creditor counsel; emails re. service of claims;	600.00	3.40	2,040.00
21/04/26	JC	Draft letter to Supreme Court; correspondence with R. Shah re same; draft vexatious litigant factum;	275.00	4.90	1,347.50
21/04/26	RS	Email re. unit status; various tasks re. preparing AVOs; emails re. same; email re. APS issue; sales team meeting; call commercial list re. filing issues; review refund indemnity agreement; email re. same;	600.00	1.90	1,140.00
22/04/26	CSC	Instructions received from R. Shah to conduct search re PIN numbers 30136-0086 and 30136-0010; Conducted searches on Teranet; Receipt, reviewed and saved search	275.00	0.10	27.50

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		results and provided same to R. Shah.			
22/04/26	JC	Draft letter to Supreme Court; correspondence with R. Shah re same; draft vexatious litigant factum;	275.00	6.60	1,815.00
22/04/26	RS	Call to T. McElroy and S. Cosmin; draft AVO and related materials; A. Wali re. APS amendment; various emails re. same; email re. appeal issue; review letter re. SCC response;	600.00	2.30	1,380.00
23/04/26	JC	Revise letter to Supreme Court of Canada; correspondence with R. Shah re same;	275.00	1.30	357.50
23/04/26	JL	Revise letter to Supreme Court;	1,100.00	0.20	220.00
23/04/26	RS	Email re. purchaser tax questions; prepare for case conference; review materials re. same; emails re. AVO issues; various emails re. APS issues; review letter re. SCC response; various tasks re. AVOs; emails re. cooperating broker claims;	600.00	2.10	1,260.00
24/04/26	JC	Attend vexatious litigant case	275.00	4.20	1,155.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		conference; correspondence with R. Shah re same; research for vexatious litigant factum; draft [REDACTED] [REDACTED]			
24/04/26	RS	Receipt and review of emails; various emails; prepare materials for cost order appeal; prepare for and attend case conference; various tasks re. AVOs; call to T. McElroy re. APS issue;	600.00	5.50	3,300.00
27/04/26	CSC	Instructions received from R. Shah to conduct corporate search re Ararat EIFS Wall Systems Inc.; Conducted search on Registry Complete; Receipt, reviewed and saved search result and provided same to R. Shah.	275.00	0.10	27.50
27/04/26	CSC	Instructions received from R. Shah to conduct search re PIN numbers 30136- 0018 and 30136- 0113; Conducted search on Teranet; Receipt, reviewed and saved search results and provided same to R. Shah.	275.00	0.10	27.50
27/04/26	JC	Research for vexatious litigant	275.00	3.90	1,072.50

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		factum; draft [REDACTED] [REDACTED]			
27/04/26	RS	Draft AVO materials; emails re. same; emails re. APS issue; emails re. service of statement of claim; call to A. Wali re. APS; review orders; email re. same; draft materials for cost appeal motion;	600.00	3.90	2,340.00
28/04/26	CSC	Instructions received from R. Shah to conduct search re PIN numbers 30136- 0028, 30136-0075, 30136-0046 and 30136-0068; Conducted search on Teranet; Receipt, reviewed and saved search results and provided same to R. Shah.	275.00	0.20	55.00
28/04/26	JC	Research for vexatious litigant factum; attend sales process check in meeting; [REDACTED] [REDACTED]	275.00	2.20	605.00
28/04/26	JL	Discussion with R. Shah;	1,100.00	0.20	220.00
28/04/26	RS	Draft various materials for AVOs; email re. APS negotiations; review issues re. condo tenancy; review declaration; sales team meeting; draft materials for motion	600.00	4.80	2,880.00

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		in cost appeal; email re. service of claim; call to A. Wali re. Unit 305 APS; review and revise SCC letter; emails re. same; review rules re. serving and filing same; various and extensive correspondence;			
29/04/26	CSC	Instructions received from R. Shah to conduct province wide name search for [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	275.00	0.10	27.50
29/04/26	JC	Correspondence with R. Shah re SCC letter feedback and vexatious litigant research; review correspondence with co-counsel re [REDACTED] [REDACTED]	275.00	0.50	137.50
29/04/26	JL	Confer with R. Shah re: Tarion issue	1,100.00	0.30	330.00
29/04/26	SR	Email from/to R. Shah re instructions to prepare costs outline	320.00	0.10	32.00
29/04/26	RS	Prepare and serve response re. SCC application; emails	600.00	2.90	1,740.00

ERRORS AND OMISSIONS EXCLUDED TERMS: DUE UPON RECEIPT. AMOUNTS ARE STATED IN CANADIAN DOLLARS UNLESS OTHERWISE INDICATED.
INTEREST AT THE RATE OF 3% PER ANNUM WILL BE CHARGED ON ALL AMOUNTS NOT PAID WITHIN ONE MONTH FROM THE DATE OF THIS INVOICE.
HARMONIZED SALES TAX REGISTRATION NUMBER 88366 4518 RT 0001

Invoice No.: 142915
 Our File No.: 36410-101846
 Page No.: 14

DATE	LYR	DESCRIPTION	RATE	HOURS	AMOUNT
		searches; calls with M. Juranka re. Unit 305 issues; various and extensive emails re. same; attend meeting with client and advisors;			

TIME SUMMARY

MEMBER	HOURS	RATE	VALUE
, Corporate Search Clerk (CSC)	1.70	275.00	467.50
Cruikshank, Johnathon (JC)	59.10	275.00	16,252.50
Ryu, Sharon (SR)	0.10	320.00	32.00
Shah, Ryan (RS)	56.50	600.00	33,900.00
Larry, Jeffrey (JL)	0.70	1,100.00	770.00
	118.10		

OUR FEES \$ 51,422.00
 HST at 13% 6,684.86

Non Taxable Disbursements:

24/03/26	Filing Fee Re: Filing Fee Cheque No. 12912 For Ref 36499435 issued to Minister of Finance	243.00	
25/03/26	Filing Fee Re: Filing Fee Cheque No. 12913 For Ref 36516832 issued to Minister of Finance	243.00	
13/04/26	Filing Fee Re: Filing Fee Cheque No. 13074 For Ref 36808282 issued to Minister of Finance	339.00	
Non Taxable Disbursements			825.00

Taxable Disbursements:

07/04/26	Execution Searches Re: CSP Cheque No. 12937 For Ref 7174150 issued to Teranet Inc	87.22
13/04/26	Execution Searches Re: CSP Cheque No. 13075 For Ref 7185043 issued to Teranet Inc	523.33
14/04/26	Execution Searches Re: CSP Cheque No. 13077 For Ref 7186639 issued to Teranet Inc	130.83
16/04/26	Execution Searches Re: CSP Cheque No. 13089 For Ref 7192274 issued to Teranet Inc	174.44

20/04/26	Execution Searches Re: CSP Cheque No. 13097 For Ref 7198940 issued to Teranet Inc	87.22
27/04/26	Execution Searches Re: CSP Cheque No. 13113 For Ref 7213148 issued to Teranet Inc	87.22
28/04/26	Execution Searches Re: CSP Cheque No. 13117 For Ref 7217024 issued to Teranet Inc	87.22
28/04/26	Execution Searches Re: CSP Cheque No. 13118 For Ref 7216978 issued to Teranet Inc	87.22
29/04/26	Execution Searches Re: CSP Cheque No. 13104 For Ref 7205691 issued to Teranet Inc	87.22
30/04/26	Process Server Fees/Disbursements Re: Process Server Voucher No. 41957 for Invoice No. 27456 issued by: (283)Donaldson Law Clerk Services Inc.	164.50
15/04/26	Tax Certificate Re: Tax Certificate Cheque No. 13082 For Ref 003 issued to Tax Certificate	306.00
15/04/26	Tax Certificate Re: Tax Certificate 5 Properties Cheque No. 13079 For Ref 001 issued to Tax Certificate	510.00
15/04/26	Tax Certificate Re: Tax Certificate Cheque No. 13080 For Ref 002 issued to Tax Certificate	510.00
Total Disbursements		2,842.42
HST at 13%		369.51
INVOICE TOTAL		\$ 62,143.79

Paliare Roland

Paliare Roland Rosenberg Rothstein LLP
155 Wellington St. West, 35th Floor
Toronto, ON M5V 3H1

T. 416.646.4300 / F. 416.646.4301

Private and Confidential

Albert Gelman Inc.
100 Simcoe St., Suite 125
Toronto, Ontario M5H 3G2

c/o Bryan Gelman

April 30, 2026
Invoice No.: 142915
Our File No.: 36410-101846

RE: Jefferson

**REMITTANCE COPY
PLEASE REMIT WITH PAYMENT**

OUR FEES	\$ 51,422.00
Non Taxable Disbursements	825.00
Total Disbursements subject to HST	2,842.42
Total HST	<u>7,054.37</u>
INVOICE TOTAL	<u><u>\$ 62,143.79</u></u>

**CAMERON STEPHENS MORTGAGE
CAPITAL LTD.**
Applicant

-and-

2011836 ONTARIO CORP., et al.

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF CANDACE BAUMTROG

PALIARE ROLAND ROSENBERG ROTHSTEIN LLP
155 Wellington Street West
35th Floor
Toronto, ON M5V 3H1

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ryan.shah@paliareroland.com

Lawyers for the Receiver

APPENDIX M

Court File No. CV-23-00710795-00CL

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

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and -

**2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,
1000162801 ONTARIO CORP., AMERICAN CORPORATION and 1000199992
ONTARIO CORP.**

Respondents

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

**AFFIDAVIT OF REJEAN D. THERIAULT
(Affirmed May 14, 2026)**

I, **REJEAN D. THERIAULT**, of the City of Toronto, in the Province of Ontario,
MAKE OATH AND SAY:

1. I am a lawyer at the law firm Loopstra Nixon LLP (“**Loopstra Nixon**”). I have personal knowledge of the matters to which I hereinafter refer.
2. Loopstra Nixon has provided legal services to and incurred disbursements on behalf of Albert Gelman Inc. (the “**Receiver**”). The detailed invoices attached hereto and marked as Exhibit “A” are dockets (the “**Dockets**”) which set out Loopstra Nixon’s fees and disbursements from June 1, 2025 through April 30, 2026. The Dockets describe the services provided and the amounts charged by Loopstra Nixon.

3. The Dockets reflect the hourly rates, fees billed, hours billed and the average hourly rate charged by Loopstra Nixon. The hourly rates charged are the usual hourly rates charged by Loopstra Nixon for the listed professionals for this type of matter.

4. Inclusive of HST and disbursements, the total amount of the Dockets are \$393,451.19.

AFFIRMED BEFORE ME at the)
City of Toronto, in the)
Province of Ontario, this)
14th day of May, 2026.)
me)



REJEAN D. THERIAULT

A Commissioner for taking affidavits, etc.

This is **Exhibit “A”**

Referred to in the Affidavit of Rejean D. Theriault

Affirmed before me this May 14, 2026

MA

A Commissioner for taking affidavits, etc.

LOOPSTRA NIXEN LLP.
JEFFERSON PROPERTIES LIMITED PARTNERSHIP RATE TOTALS / 2025-2026 AFFIDAVIT

2025-2026 Jefferson Properties Limited Partnership TOTALS					FEE	DISBURSMENTS	HST	TOTAL
					\$342,252.00	\$5,697.15	\$45,502.04	\$393,451.19

Professional	Hours	Rate (\$/HR)	Total
Ashley Demiri	26.7	365.00	9,745.50
Ashley Demiri (New Rate)	60	385.00	23,100.00
Ciara Graham	0.2	125.00	25.00
Dahlia McLeod	4	285.00	1,140.00
J. Mark Joblin	0.3	755.00	226.50
Kristine Caronongan-Quianzon	27.8	375.00	10,425.00
Marta Markiewicz	0.5	445.00	222.50
Michael Juranka	239.5	345.00	82,627.50
Michael Juranka (New Rate)	165.4	375.00	62,025.00
Reg D. Theriault	159.2	825.00	131,340.00
Reg D. Theriault (New Rate)	24.0	875.00	21,000.00
Shannon Watts	1	375.00	375.00
2025 JEFFERSON PROPERTIES LIMITED PARTNERSHIP RATE TOTALS		708.6	342,252.00
2025 JEFFERSON PROPERTIES LIMITED PARTNERSHIP APPLIED DISCOUNT TOTALS			15,426.46

Matter ID	Client	Matter	Billing Full Name	Date	Stmn No	Type	Total	Fees	Hard Costs	Soft Costs	Tax	Balance
Common Elements Condo - General Matters												
24535-0002	Jefferson Properties Limited Partnership	Common Elements Condo - General Matters	Fanseay Wang	5/11/2026	197559	Statement	5,968.62	5,177.50	74.46	0.00	686.66	5,968.62
24535-0002	Jefferson Properties Limited Partnership	Common Elements Condo - General Matters	Fanseay Wang	4/17/2026	196396	Statement	34,238.27	29,070.00	1,210.51	60.00	3,897.76	34,238.27
24535-0002	Jefferson Properties Limited Partnership	Common Elements Condo - General Matters	Fanseay Wang	2/20/2026	192429	Statement	12,111.34	10,669.00	49.00	0.00	1,393.34	12,111.34
24535-0002	Jefferson Properties Limited Partnership	Common Elements Condo - General Matters	Fanseay Wang	12/31/2025	190570	Statement	5,010.99	4,348.50	86.00	0.00	576.49	5,010.99
24535-0002	Jefferson Properties Limited Partnership	Common Elements Condo - General Matters	Fanseay Wang	12/22/2025	188040	Statement	30,550.31	26,791.50	253.68	0.00	3,505.13	30,550.31
24535-0002	Jefferson Properties Limited Partnership	Common Elements Condo - General Matters	Fanseay Wang	10/10/2025	181504	Statement	28,003.25	24,586.50	195.13	0.00	3,221.62	28,003.25
24535-0002	Jefferson Properties Limited Partnership	Common Elements Condo - General Matters	Fanseay Wang	7/17/2025	175973	Statement	7,526.50	6,657.62	3.00	0.00	865.88	7,526.50
24535-0002	Jefferson Properties Limited Partnership	Common Elements Condo - General Matters	Fanseay Wang	6/19/2025	173537	Statement	43,663.82	38,388.55	252.00	0.00	5,023.27	43,663.82
MATTER TOTALS							167,073.10	145,689.17	2,123.78	60.00	19,170.15	167,073.10

Professional	Hours	Rate (\$/HR)	Total
Ashley Demiri	12.5	365.00	4,562.50
Ashley Demiri (New Rate)	9.1	385.00	3,503.50
Ciara Graham	0.2	125.00	25.00
Dahlia McLeod	1.4	285.00	399.00
J. Mark Joblin	0.3	755.00	226.50
Kristine Caronongan-Quianzon	9.6	375.00	3,600.00
Michael Juranka	54.4	345.00	18,768.00
Michael Juranka (New Rate)	28.8	375.00	10,800.00

LOOPSTRA NIXEN LLP.
JEFFERSON PROPERTIES LIMITED PARTNERSHIP RATE TOTALS / 2025-2026 AFFIDAVIT

2025-2026 Jefferson Properties Limited Partnership TOTALS					FEE	DISBURSMENTS	HST	TOTAL
					\$342,252.00	\$5,697.15	\$45,502.04	\$393,451.19

Professional	Hours	Rate (\$/HR)	Total
Ashley Demiri	26.7	365.00	9,745.50
Ashley Demiri (New Rate)	60	385.00	23,100.00
Ciara Graham	0.2	125.00	25.00
Dahlia McLeod	4	285.00	1,140.00
J. Mark Joblin	0.3	755.00	226.50
Kristine Caronongan-Quianzon	27.8	375.00	10,425.00
Marta Markiewicz	0.5	445.00	222.50
Michael Juranka	239.5	345.00	82,627.50
Michael Juranka (New Rate)	165.4	375.00	62,025.00
Reg D. Theriault	159.2	825.00	131,340.00
Reg D. Theriault (New Rate)	24.0	875.00	21,000.00
Shannon Watts	1	375.00	375.00
2025 JEFFERSON PROPERTIES LIMITED PARTNERSHIP RATE TOTALS	708.6		342,252.00
2025 JEFFERSON PROPERTIES LIMITED PARTNERSHIP APPLIED DISCOUNT TOTALS			15,426.46

Matter ID	Client	Matter	Billing Full Name	Date	Stmn No	Type	Total	Fees	Hard Costs	Soft Costs	Tax	Balance
	Reg D. Theriault	103.2	825.00	85,140.00								
	Reg D. Theriault (New Rate)	23.0	875.00	20,125.00								
2025 Matter Professional Rate Totals		242.5		147,149.50								
2025 Matter Discount Applied Totals				7,949.33								

Standard Condo General Matters												
24535-0003	Jefferson Properties Limited Partnership	Standard Condo General Matters	Fanseay Wang	5/11/2026	197558	Statement	27,892.69	24,602.00	81.80	0.00	3,208.89	27,892.69
24535-0003	Jefferson Properties Limited Partnership	Standard Condo General Matters	Fanseay Wang	4/16/2026	196380	Statement	37,006.58	31,548.00	1,207.04	60.00	4,191.54	37,006.58
24535-0003	Jefferson Properties Limited Partnership	Standard Condo General Matters	Fanseay Wang	2/20/2026	192428	Statement	24,848.70	21,739.00	251.00	0.00	2,858.70	24,848.70
24535-0003	Jefferson Properties Limited Partnership	Standard Condo General Matters	Fanseay Wang	12/31/2025	190569	Statement	15,683.60	13,365.50	513.79	0.00	1,804.31	15,683.60
24535-0003	Jefferson Properties Limited Partnership	Standard Condo General Matters	Fanseay Wang	12/22/2025	188039	Statement	44,086.63	38,016.50	1,049.25	1.23	5,019.65	44,086.63
24535-0003	Jefferson Properties Limited Partnership	Standard Condo General Matters	Fanseay Wang	10/10/2025	181505	Statement	34,587.78	30,542.50	66.15	0.00	3,979.13	34,587.78
24535-0003	Jefferson Properties Limited Partnership	Standard Condo General Matters	Fanseay Wang	7/17/2025	175974	Statement	45,805.65	40,252.87	283.11	0.00	5,269.67	45,805.65
MATTER TOTALS							229,911.63	200,066.37	3,452.14	61.23	26,331.89	229,911.63

Professional	Hours	Rate (\$/HR)	Total
Ashley Demiri	9.6	365.00	3,504.00
Ashley Demiri (New Rate)	50.9	385.00	19,596.50
Dahlia McLeod	2.6	285.00	741.00
Kristine Caronongan-Quianzon	18.2	375.00	6,825.00

2025-2026 Jefferson Properties Limited Partnership TOTALS	FEE	DISBURSMENTS	HST	TOTAL
	\$342,252.00	\$5,697.15	\$45,502.04	\$393,451.19

Professional	Hours	Rate (\$/HR)	Total
Ashley Demiri	26.7	365.00	9,745.50
Ashley Demiri (New Rate)	60	385.00	23,100.00
Ciara Graham	0.2	125.00	25.00
Dahlia McLeod	4	285.00	1,140.00
J. Mark Joblin	0.3	755.00	226.50
Kristine Caronongan-Quianzon	27.8	375.00	10,425.00
Marta Markiewicz	0.5	445.00	222.50
Michael Juranka	239.5	345.00	82,627.50
Michael Juranka (New Rate)	165.4	375.00	62,025.00
Reg D. Theriault	159.2	825.00	131,340.00
Reg D. Theriault (New Rate)	24.0	875.00	21,000.00
Shannon Watts	1	375.00	375.00
2025 JEFFERSON PROPERTIES LIMITED PARTNERSHIP RATE TOTALS		708.6	342,252.00
2025 JEFFERSON PROPERTIES LIMITED PARTNERSHIP APPLIED DISCOUNT TOTALS			15,426.46

Matter ID	Client	Matter	Billing Full Name	Date	Stmn No	Type	Total	Fees	Hard Costs	Soft Costs	Tax	Balance
		Michael Juranka	185.1	345.00	63,859.50							
		Michael Juranka (New Rate)	136.6	375.00	51,225.00							
		Reg D. Theriault	55.6	825.00	45,870.00							
		Reg D. Theriault (New Rate)	1	875.00	875.00							
		2025 Matter Professional Rate Totals	459.6		192,496.00							
		2025 Matter Discount Applied Totals			7,147.13							

General File re Sale of Lots												
24535-0005	Jefferson Properties Limited Partnership	General File re Sale of Lots	Fanseay Wang	06/19/2025	173536	Statement	2,601.35	2,215.52	86.56	0.00	299.27	2,601.35
MATTER TOTALS							2,601.35	2,215.52	86.56	0.00	299.27	2,601.35

Professional	Hours	Rate (\$/HR)	Total
Ashley Demiri	4.6	365.00	1,679.00
Marta Markiewicz	0.5	445.00	222.50
Reg D. Theriault	0.4	825.00	330.00
Shannon Watts	1	375.00	375.00
2025 Matter Professional Rate Totals	6.5		2,606.50
2025 Matter Discount Applied Totals			390.98



May 11, 2026

Reg. D Theriault
Direct Line: 416.748.4751
Email: rtheriault@ln.law

*R. Theriault Professional Corporation

CONFIDENTIAL

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0002

Attention: Fanseay Wang

Interim bill in relation to:
General Matters

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including April 30, 2026 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:

Reg. D Theriault
Encl.



May 11, 2026

Invoice No. 197559

Matter No. 24535-0002

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Attention: Fansey Wang

**Interim bill in relation to:
General Matters**

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to April 30, 2026.

OUR FEE	\$5,177.50
HST on Fees @ 13%	\$673.08

DISBURSEMENTS:

Total Disbursements	\$104.46
HST on Disbursements	\$13.58

Total Fees, Disbursements and HST	<u>\$5,968.62</u>
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The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:

Reg. D Theriault
RDT/tat

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT0001



PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 30-Apr-2026

May 11, 2026

Invoice No. 197559

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0002

Attention: Fansey Wang

Interim bill in relation to:
General Matters

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
08-Apr-2026	To attendances to correspondence re Fee Affidavit & Approval	ASD	0.00
27-Apr-2026	To attendances to client's request re phone numbers for hst new housing rebate applications; to reviewing records, LDD infos, emails and closing pkgs received re Potls 8 & 21; to filing and to all miscellaneous matters	KCQ	0.00
30-Apr-2026	To attendances to miscellaneous fiing - emails & documents	ASD	0.00
02-Apr-2026	Correspondences; attending to review of purchase agreements.	MAJ	0.50
07-Apr-2026	To attendances to multiple correspondence w/ City of Richmond Hill re Consent	ASD	0.20
10-Apr-2026	To attendances to receipt of correspondence from S. Zuliani re Registered By-Laws; To attendances to correspondence to S. Zuliani - compile Registered By-Laws & forward same	ASD	0.20
13-Apr-2026	To correspondences and attendances re: amendments to purchase agreement;	RDT	0.20
13-Apr-2026	To correspondences and attendances re: arbitration matters;	RDT	0.20
13-Apr-2026	Reviewing purchase agreement.	MAJ	0.90
14-Apr-2026	To correspondences and attendances re: amendments to purchase agreements;	RDT	0.40
15-Apr-2026	To correspondences and attendances re: amendments to purchase agreements;	RDT	0.30



15-Apr-2026	To correspondences and attendances re: purchaser termination dispute;	RDT	0.20
16-Apr-2026	To correspondences re: amendments to purchase agreements;	RDT	0.40
17-Apr-2026	To correspondences and attendances re: amendments to purchase agreements;	RDT	0.30
20-Apr-2026	To correspondences and attendances re: amendments to purchase agreements;	RDT	0.40
21-Apr-2026	To correspondences and attendances re: purchaser dispute and amendment request;	RDT	0.60
22-Apr-2026	To correspondences and attendances re: amendments to purchase agreements;	RDT	0.20
22-Apr-2026	To attendances to correspondences re pin;	DAM	0.20
23-Apr-2026	To correspondences and attendances re: amendments to purchase agreements;	RDT	0.40
23-Apr-2026	To attendances to draft Consent re Delete Restrictions re POTL 11; To attendances to correspondence to A. Chamberland - compile & forward same;	ASD	0.20
24-Apr-2026	To correspondences and attendances re: amendments to purchase agreement;	RDT	0.20
27-Apr-2026	To correspondences and attendances re: amendments to purchase agreement;	RDT	0.40
28-Apr-2026	To correspondences and attendances re: amendments to purchase agreement;	RDT	0.40
28-Apr-2026	To attendances to receipt of correspondence from A. Chamberland re Delete Restrictions; To attendances to amend Consent Request - include Municipal Address; To attendances to compile Application for Vesting Order, Restrictions, PIN List - forward same to Richmond Hill	ASD	0.20
29-Apr-2026	To correspondences re: amendments to purchase agreements;	RDT	0.30
OUR FEE			\$5,177.50

<u>Time Summary</u>	<u>Hours</u>
Ashley Demiri	0.80
Dahlia McLeod	0.20
Kristine Caronongan-Quianzon	0.00
Michael Juranka	1.40
Reg. D Theriault	4.90
Total hours:	7.30

DISBURSEMENTS (E=HST exempt)

Amount



Bank Courier Charge	30.00	
Execution Searches	66.80	
Travel	7.66	
Total Disbursements		\$104.46



Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Attention: Fanseay Wang

Statement No: 197559

Statement Date: 5/11/2026

Amount Due: \$5,968.62

24535-0002: Common Elements Condo - General Matters

PAYMENT OPTIONS

1. BMO or Credit Union Client? Pay us by Telephone, On-Line & ABM payment systems. Use your matter number listed above (no dash) as your customer account #

2. PAYMENT BY E-TRANSFER (CAD only) - Please reference the Invoice Number or Matter Number in the message box.
Email e-transfer funds to etransfer@loonix.com

3. PAYMENT BY WIRE

Beneficiary's Bank:	Bank of Montreal 31 Rexdale Blvd Etobicoke, Ontario M9W 1P1	Beneficiary Name:	LOOPSTRA NIXON LLP
SWIFT CODE:	BOFMCAM2	Beneficiary Address:	135 Queens Plate Drive, Suite 600 Toronto, Ontario Canada M9W 6V7
Beneficiary Account #:	24161017758	BNF field / SWIFT field 59:	24161017758 CDN (11 digit transit and account #)

4. PAYMENT BY EFT (Electronic Funds Transfer) - Please send remittance copy to mmartins@ln.law

Bank Name: Bank of Montreal	Account Number: 1017758
Bank Code: 0001	Account Name: <u>LOOPSTRA NIXON LLP</u>
Transit Number : 24162	

5. PAYMENT BY CHEQUE PAYABLE TO: LOOPSTRA NIXON LLP

6. PAYMENT BY CREDIT CARD (Please put the Invoice Number in the reference field when paying by credit card)

To pay by VISA, M/C or AMEX in CAD <https://secure.lawpay.com/pages/loopstra-nixon-llp/operating-can>

To pay by VISA, M/C or AMEX in USD <https://secure.lawpay.com/pages/loopstra-nixon-llp/usd-op>

7. PAYMENT BY QR Code (Please put the statement number in the reference field when paying by credit card)

To pay in CAD:



To pay in USD:





April 17, 2026

Reg. D Theriault
Direct Line: 416.748.4751
Email: rtheriault@ln.law

*R. Theriault Professional Corporation

CONFIDENTIAL

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0002

Attention: Fanseay Wang

Interim bill in relation to:
General Matters

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including April 13, 2026 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:

Reg. D Theriault
Encl.



April 17, 2026

Invoice No. 196396

Matter No. 24535-0002

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Attention: Fansey Wang

**Interim bill in relation to:
General Matters**

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to April 13, 2026.

OUR FEE	\$29,070.00
HST on Fees @ 13%	\$3,779.10

DISBURSEMENTS:

Total Disbursements	\$1,270.51
HST on Disbursements	\$118.66

Total Fees, Disbursements and HST	<u>\$34,238.27</u>
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The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:

Reg. D Theriault
RDT/jep

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT0001



PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 13-Apr-2026

April 17, 2026

Invoice No. 196396

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0002

Attention: Fansey Wang

Interim bill in relation to:
General Matters

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
06-Feb-2026	To attendances and correspondences re received AVO for closings; to correspondences and internal discussions with MAJ and ASD	KCQ	0.00
18-Feb-2026	To attendances to balancing Float Transaction re Consent Payment	ASD	0.00
27-Feb-2026	To attendances and correspondences with S. Zuliani re copies of registered by-laws, declaration and notices re YRCECC 1591	KCQ	0.00
19-Mar-2026	To attendances to completing/updating closing spreadsheet re Client Request	DAM	0.00
02-Feb-2026	To correspondences and attendances re: purchase agreements; to correspondences and attendances re: closing deliverables and potential appeal delays;	RDT	0.30
02-Feb-2026	Call from Taylor Fiore re: APS review; reviewing Lot 8 APS; email to Scott Ma re: APS review.	MAJ	2.20
02-Feb-2026	To attendances to receipt of correspondence from S. Zuliani re Municipal Addresses; To attendances to compile - forward same	ASD	0.20
03-Feb-2026	To correspondences and attendances re: sale closings;	RDT	0.20
04-Feb-2026	Emails to Kristine re: purchase agreements; revising Shared Facilities Agreement.	MAJ	1.20
05-Feb-2026	To correspondences and attendances re: closing deliverables;	RDT	0.40



05-Feb-2026	To correspondences and attendances re: purchase agreements;	RDT	0.20
05-Feb-2026	To attendances to submit Payment re Consent to Delete S. 118 Restrictions	ASD	0.20
06-Feb-2026	To correspondences and attendances re: purchaser inquiries;	RDT	0.20
06-Feb-2026	Email from Lot 8 purchasers' counsel; email to purchasers re: requested changes to APS; call to Ryan Shah re: issued court orders.	MAJ	1.10
09-Feb-2026	To correspondences and attendances re: purchase agreements;	RDT	0.20
09-Feb-2026	To correspondences and attendances re: closing deliverables;	RDT	0.20
09-Feb-2026	Correspondences re: Lot 8 purchaser; drafting amendment agreement.	MAJ	2.10
09-Feb-2026	To attendances to draft Acknowledgement & Direction re Teraview Registrations (By-Laws No. 1 to 4 & Notice re SFA); To attendances to prepare Teraview Instruments re By-Law No. 1; To attendances to prepare Teraview Instruments re By-Law No. 2; To attendances to prepare Teraview Instruments re By-Law No. 3; To attendances to prepare Teraview Instruments re Notice re SFA; To attendances to prepare Teraview Instruments re By-Law No. 4	ASD	3.40
09-Feb-2026	To attendances to compile & file - In-Preparation - Teraview Instruments re By-Law No. 1; By-Law No. 2; By-Law No. 3; By-Law No. 4 & Notice re SFA; To attendances to compile By-Laws 1 to 4 & Notice re SFA for Execution - Print Physical Copies	ASD	0.40
09-Feb-2026	To attendances to finalizing Final SOA; to updating and reviewing finalized SOA at LDD; to reviewing vendor's spreadsheet and to all internal discussions; to filing	KCQ	1.50
10-Feb-2026	To correspondences and attendances re: purchase agreements;	RDT	0.20
10-Feb-2026	Correspondences with purchasers' counsel re: Lot 8 APS amendment; revising amendment re: critical dates.	MAJ	2.50
10-Feb-2026	To attendances to compile Resolutions & By-Laws - for execution; To attendances to compile In-Preparation Teraview Instruments - for execution; To attendances to organize & tab documents	ASD	3.00
11-Feb-2026	To correspondences and attendances re: closing deliverables and purchase agreements;	RDT	0.20
11-Feb-2026	To correspondences and attendances re: condo organization and rules and by-laws;	RDT	0.20



11-Feb-2026	Correspondences re: AVOs; emails to Lot 8 purchaser; revisions to Lot 8 Amendment; meeting with clients.	MAJ	2.40
11-Feb-2026	To attendances to arrange Delivery via Courier re By-Laws & Resolutions; To attendances to instruct KER re same; To attendances to review procedures re Application for Vesting Order; To attendances to draft In-Preparation AVO re Consent to Delete Restrictions	ASD	1.00
11-Feb-2026	To attendances to drafting vendor's closing documents;	DAM	0.50
11-Feb-2026	To attendances and correspondences re internal discussion and training for project set-up at LDD; to following up with S. Zuiliani re PAP form and updated Budget; and to all miscellaneous matters	KCQ	0.60
12-Feb-2026	To correspondences and attendances re: purchase agreement;	RDT	0.30
12-Feb-2026	To correspondences and attendances re: adjustments and project setup;	RDT	0.40
12-Feb-2026	To correspondences and attendances re: condo rules and by-laws;	RDT	0.20
12-Feb-2026	Jefferson closing matters, Lot 8 amendment, reviewing closing documents.	MAJ	3.30
12-Feb-2026	To attendances to multiple correspondence re Closing Dates & Amending Closing Dates; To attendances to multiple correspondence re SOA & Finalization of Adjustments;	ASD	0.30
13-Feb-2026	To correspondences and attendances re: statement of adjustment and closing matters;	RDT	0.20
13-Feb-2026	To register by-laws and shared facilities agreement; to correspondences and attendances re: same;	RDT	0.40
13-Feb-2026	To correspondences and attendances re: purchase agreement amendments;	RDT	0.20
13-Feb-2026	To attendances to multiple correspondence re By-Laws & Resolutions; To attendances to arrange courier re By-Laws & Resolutions	ASD	0.40
13-Feb-2026	To attendances re revisions to final SOA per client's instructions; to correspondences with client re consideration amount and CCP Form amounts; to attendances to revision of return document checklist and closing letter to reflect client's instructions re notification of utility companies; to all miscellaneous matters	KCQ	1.00
17-Feb-2026	To correspondences and attendances re: title registrations;	RDT	0.40



17-Feb-2026	To correspondences and attendances re: statements of adjustment and closing deliverables;	RDT	0.20
17-Feb-2026	To correspondences and attendances re: amendments to purchase agreements;	RDT	0.20
17-Feb-2026	Reviewing correspondences and SOA re: POTL 19 closing; client call.	MAJ	1.40
17-Feb-2026	To attendances to	ASD	0.50
18-Feb-2026	To correspondences and attendances re: purchase agreement amendments and closing deliverables;	RDT	0.20
18-Feb-2026	Correspondences with Ashley Demiri re: Lot 21 purchaser questions; drafting notice of final closing for purchasers; revising vendor closing documents.	MAJ	2.90
18-Feb-2026	To attendances to internal discussions re Closing Documents; To attendances to receipt of correspondence from City of Richmond Hill re Payment re Consent; To attendances to complete Payment re Consent to Delete	ASD	0.40
18-Feb-2026	To attendances to internal discussions re AVO's	ASD	0.20
19-Feb-2026	To correspondences and attendances re: statement of adjustment approvals and project matters;	RDT	0.40
19-Feb-2026	Correspondences with Ashley Demiri and Kristine re: SOAs and closing documents; revising closing documents.	MAJ	0.80
19-Feb-2026	To attendances to receipt of correspondence from City of Richmond Hill - request re Consent to Delete S.118; To attendances to review LDD - compile Purchaser's Names & Associated PINs; To attendances to correspondence to City of Richmond Hill - provide Purchaser's Names & Associated PINs	ASD	0.70
19-Feb-2026	To attendances to receipt of Approval re Vendor's Closing Documents; To attendances to compile Vendor's Closing Documents - forward to T. McElroy for Execution; To attendances to DocuSign re Final Closing Documents	ASD	0.30
20-Feb-2026	To correspondences and attendances re: purchase agreement amendments;	RDT	0.20
21-Feb-2026	To correspondences and attendances re: purchase agreement amendments;	RDT	0.20
22-Feb-2026	To correspondences re: statement of adjustments;	RDT	0.20
23-Feb-2026	To correspondences re: statements of adjustment and closing deliverables;	RDT	0.20



24-Feb-2026	To correspondences re: statements of adjustment and closing deliverables;	RDT	0.40
24-Feb-2026	To attendances to Teams Meeting re Closings & Accounting Entries	ASD	0.40
24-Feb-2026	To attendances to correspondence to R. Shah re O/S Receiver's Certificate - Executed	ASD	0.20
25-Feb-2026	To correspondences re: statements of adjustment and closing deliverables;	RDT	0.20
25-Feb-2026	Drafting amending agreement re: Unit 21 change in purchaser.	MAJ	1.00
26-Feb-2026	Correspondences re: closing and agreement review.	MAJ	1.10
04-Mar-2026	To correspondences and attendances re: purchase agreement amendments;	RDT	0.20
05-Mar-2026	To correspondences and attendances re: purchase agreement amendments;	RDT	0.20
05-Mar-2026	Reviewing closing schedule for POTLs; reviewing assignment agreement.	MAJ	0.90
06-Mar-2026	To correspondences and attendances re: open permits;	RDT	0.30
09-Mar-2026	To correspondences re: amendments to purchase agreements;	RDT	0.20
10-Mar-2026	To correspondences and attendances re: amendments to purchase agreements;	RDT	0.30
10-Mar-2026	Reviewing draft AVO; call with client.	MAJ	0.60
12-Mar-2026	To correspondences and attendances re: amendments to purchase agreements;	RDT	0.20
13-Mar-2026	To correspondences and attendances re: purchase agreement amendments;	RDT	0.20
17-Mar-2026	To correspondences and attendances re: purchase agreements;	RDT	0.20
17-Mar-2026	Amending summary spreadsheet re: amounts sent to Receiver; correspondences re: same. Correspondences re: invoices for February closings.	MAJ	0.50
17-Mar-2026	To attendances to review Consent re Delete Restrictions; To attendances to correspondence to Richmond Hill - request Amendment re Assignment re POTL 21	ASD	0.20
17-Mar-2026	To attendances to multiple correspondence re Closing Spreadsheet for T. Fiore	ASD	0.20
18-Mar-2026	To correspondences re: purchase agreement amendments;	RDT	0.30
18-Mar-2026	To attendances to receipt of correspondence from A. Chamberland re Consent; To attendances to correspondence to A. Chamberland - reply re same	ASD	0.20



19-Mar-2026	To correspondences and attendances re: amendments to purchase agreements;	RDT	0.50
19-Mar-2026	To attendances to telephone call w/ Teraview re Restrictions	ASD	0.40
19-Mar-2026	To attendances to deposit re closing funds; to attendances to creating deposit spreadsheet; to attendances to correspondences rfe same;	DAM	0.20
20-Mar-2026	To correspondences and attendances re: amendments to purchase agreements;	RDT	0.30
20-Mar-2026	Correspondences re: HST rebates; reviewing APS for new purchase.	MAJ	1.30
20-Mar-2026	To attendances to creating reporting letters inb LDDI	DAM	0.20
23-Mar-2026	To correspondences re: purchaser requests;	RDT	0.20
23-Mar-2026	To correspondences and attendances re: amendments to purchase agreements;	RDT	0.30
24-Mar-2026	To correspondences and attendances re: amendments to purchase agreements;	RDT	0.20
24-Mar-2026	Correspondences re: POTL 35 purchaser requests; sales call with client.	MAJ	0.90
24-Mar-2026	To attendances and correspondences with new purchaser's lawyer re capped costs and adjustments for Potl 35; to forwarding same to MAJ for response and to client's response; to filing	KCQ	0.30
25-Mar-2026	To correspondences re: purchase agreement amendments;	RDT	0.30
26-Mar-2026	To correspondences and attendances re: amendments to purchase agreement;	RDT	0.20
27-Mar-2026	To correspondences and attendances re: amendments to purchase agreements;	RDT	0.30
01-Apr-2026	To correspondences re: amendments to purchase agreements;	RDT	0.30
02-Apr-2026	To correspondences re: amendments to purchase agreements;	RDT	0.90
03-Apr-2026	To correspondences and attendances re: amendments to purchase agreements;	RDT	0.30
06-Apr-2026	To correspondences and attendances re: amendments to purchase agreements;	RDT	0.20
07-Apr-2026	To correspondences and attendances re: purchase agreement amendments; to correspondences and internal meetings re: HST inquiries;	RDT	0.60
08-Apr-2026	To correspondences and attendances re: amendments to purchase agreements;	RDT	0.30
08-Apr-2026	To correspondences and attendances re: material change review and units under arbitration;	RDT	0.30



09-Apr-2026	To correspondences and attendances re: amendments to purchase agreements;	RDT	0.30
10-Apr-2026	To correspondences and attendances re: amendments to purchase agreements;	RDT	0.30
OUR FEE			\$29,070.00

<u>Time Summary</u>	<u>Hours</u>
Ashley Demiri	12.60
Dahlia McLeod	0.90
Kristine Caronongan-Quianzon	3.40
Michael Juranka	26.20
Reg. D Theriault	14.70
Total hours:	57.80

<u>DISBURSEMENTS</u> (E=HST exempt)	Amount
Abstract Search	86.60
Bank Courier Charge	30.00
Bank Courier Charge	30.00
Consent Fee	204.00
Consent Fee	204.00
Execution Searches	133.60
Registration (E)	357.75
Teraview Fee	47.60
Teraview Fee	11.90
Travel	10.44
Travel	15.60
Uber	139.02
Total Disbursements	\$1,270.51



Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Attention: Fanseay Wang

Statement No: 196396

Statement Date: 4/17/2026

Amount Due: \$34,238.27

24535-0002: Common Elements Condo - General Matters

PAYMENT OPTIONS

1. BMO or Credit Union Client? Pay us by Telephone, On-Line & ABM payment systems. Use your matter number listed above (no dash) as your customer account #

2. PAYMENT BY E-TRANSFER (CAD only) - Please reference the Invoice Number or Matter Number in the message box. Email e-transfer funds to etransfer@loonix.com

3. PAYMENT BY WIRE

Beneficiary's Bank:	Bank of Montreal 31 Rexdale Blvd Etobicoke, Ontario M9W 1P1	Beneficiary Name:	LOOPSTRA NIXON LLP
SWIFT CODE:	BOFMCAM2	Beneficiary Address:	135 Queens Plate Drive, Suite 600 Toronto, Ontario Canada M9W 6V7
Beneficiary Account #:	24161017758	BNF field / SWIFT field 59:	24161017758 CDN (11 digit transit and account #)

4. PAYMENT BY EFT (Electronic Funds Transfer) - Please send remittance copy to mmartins@ln.law

Bank Name: Bank of Montreal	Account Number: 1017758
Bank Code: 0001	Account Name: <u>LOOPSTRA NIXON LLP</u>
Transit Number : 24162	

5. PAYMENT BY CHEQUE PAYABLE TO: LOOPSTRA NIXON LLP

6. PAYMENT BY CREDIT CARD (Please put the Invoice Number in the reference field when paying by credit card)

To pay by VISA, M/C or AMEX in CAD <https://secure.lawpay.com/pages/loopstra-nixon-llp/operating-can>

To pay by VISA, M/C or AMEX in USD <https://secure.lawpay.com/pages/loopstra-nixon-llp/usd-op>

7. PAYMENT BY QR Code (Please put the statement number in the reference field when paying by credit card)

To pay in CAD:



To pay in USD:





February 20, 2026

Reg. D Theriault
Direct Line: 416.748.4751
Email: rtheriault@ln.law

*R. Theriault Professional Corporation

CONFIDENTIAL

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0002

Attention: Fanseay Wang

Interim bill in relation to:
General Matters

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including January 31, 2026 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:

Reg. D Theriault
Encl.



February 20, 2026

Invoice No. 192429

Matter No. 24535-0002

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Attention: Fansey Wang

**Interim bill in relation to:
General Matters**

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to January 31, 2026.

OUR FEE	\$10,669.00
HST on Fees @ 13%	\$1,386.97

DISBURSEMENTS:

Total Disbursements	\$49.00
HST on Disbursements	\$6.37

Total Fees, Disbursements and HST	<u>\$12,111.34</u>
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The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:

Reg. D Theriault
RDT/tat

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT0001



PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 31-Jan-2026

February 20, 2026

Invoice No. 192429

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0002

Attention: Fansey Wang

Interim bill in relation to:
General Matters

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
05-Jan-2026	To correspondences re: closing extensions;	RDT	0.20
05-Jan-2026	To attendances to internal discussion w/ RDT re By-Laws etc.; To attendances to correspondences to Corporate Supplies - Order re Minute Book & Seal; To attendances to internal discussions w/ MAJ re Closing Dates & By-Laws etc., To attendances to receipt of correspondence from R. Shah - re Stay of Motions	ASD	0.60
06-Jan-2026	To correspondences and attendances re: closing deliverables;	RDT	0.30
08-Jan-2026	To correspondences and attendances re: amendment to purchase agreement;	RDT	0.20
09-Jan-2026	To correspondences and attendances re: closing delays;	RDT	0.30
12-Jan-2026	To correspondences and attendances re: closing deliverables and project setup;	RDT	0.30
12-Jan-2026	To correspondences and attendances re: purchaser defaults;	RDT	0.20
12-Jan-2026	To attendances to internal discussions re Bylaws etc.,	ASD	0.30
13-Jan-2026	To correspondences re: project setup and closing deliverables;	RDT	0.20
13-Jan-2026	To correspondences and attendances re: purchaser inquiries and closing deliverables; to correspondences and attendances re: mutual release;	RDT	0.30



13-Jan-2026	To attendances and correspondences re project set-up at LDD for occupancy closing; to reviewing budget and schedule to budget for common expense amounts; to internal discussion re legal descriptions and closing dates; to external correspondences with S. Zuliani and M. Wywrot re updated copy of the budget and schedule to budget; to attendances to receipt of same; to attendances to preparation of interim closing documents at LDD; to reviewing Declaration and APS; to reviewing Disclosure Documents and PIN list; to filing and to all miscellaneous matters	KCQ	2.50
14-Jan-2026	To correspondences and attendances re: purchase agreement;	RDT	0.20
14-Jan-2026	To correspondences and attendances re: purchaser default;	RDT	0.20
14-Jan-2026	Correspondences re: POTL 18 amendment.	MAJ	0.50
14-Jan-2026	To attendances re LDD project set-up for final closings; to reviewing APS, Declaration and Budget; to preparation of final SOA and closing documents	KCQ	2.00
15-Jan-2026	To correspondences re: purchase agreements;	RDT	0.20
15-Jan-2026	Correspondences; drafting shared facilities agreement.	MAJ	1.20
16-Jan-2026	To correspondences and attendances re: project setup;	RDT	0.20
19-Jan-2026	To correspondences and attendances re: purchaser default;	RDT	0.20
19-Jan-2026	To correspondences and attendances re: project setup;	RDT	0.20
19-Jan-2026	Correspondences re: POTL 18.	MAJ	0.30
19-Jan-2026	To attendances to preparation of Resolution re Appointment of Directors & Resolution of Appointment of Officers	ASD	0.40
20-Jan-2026	To correspondences and attendances re: purchase agreement amendments;	RDT	0.20
20-Jan-2026	Reviewing Lot 10 APS; correspondences.	MAJ	0.40
20-Jan-2026	To attendances to internal discussions re Resolution re Appointment of Directors & Resolution of Appointment of Officers	ASD	0.20
20-Jan-2026	To attendances to receipt of correspondence from T. Scott - New Account Set-Up Fee re POTLs; To attendances to correspondence to T. Scott - confirmation request re Payment & Recoup Fees	ASD	0.20
21-Jan-2026	To correspondences re: purchase agreement;	RDT	0.30



21-Jan-2026	To attendances to multiple correspondence re Lot 10 - APS & Amendment to Schedule "A" (EV Charging Station)	ASD	0.20
21-Jan-2026	To attendances to import spreadsheet to LDD re municipal addresses, pin numbers and legal descriptions to individual potl file; to filing	KCQ	1.00
22-Jan-2026	To correspondences re: purchase agreements;	RDT	0.20
22-Jan-2026	To attendances re review of APS and SOA adjustment clauses; to attendances to updating LDD records re adjustments; to correspondences with client re clarification re adjustment amounts provided; to filing	KCQ	0.70
23-Jan-2026	To correspondences re: purchase agreement and project setup; to correspondences re: condo declaration;	RDT	0.20
26-Jan-2026	Correspondences re: court order; drafting and issuing delayed occupancy notice re: POTL 18.	MAJ	0.50
27-Jan-2026	To correspondences and attendances re: purchase agreement;	RDT	0.30
27-Jan-2026	Correspondences with Jessica Hon and Kristine Caranongan-Quianzon re: final closing of POTL 18; call with Michal Wyrot re: fence construction on common elements.	MAJ	0.50
28-Jan-2026	To correspondences re: purchase agreement;	RDT	0.20
28-Jan-2026	Correspondences to Sandro Zuliani, Michal Wyrot, and Ashley Demiri re: registered condominium documents.	MAJ	0.40
28-Jan-2026	To attendances and correspondences re consent pursuant to s.118 restrictions on title; to sending email to City of Richmond Hill clerk for requirements; to gathering required documentation for attachment to City clerk; to filing	KCQ	0.30
29-Jan-2026	To correspondences and attendances re: purchase agreement;	RDT	0.30
29-Jan-2026	Correspondences to Purchasers' lawyer for Lot 10; call to purchaser's lawyer and Ryan Shah re: purchaser questions.	MAJ	1.90
29-Jan-2026	To attendances and correspondences with City of Richmond Hill clerk re restrictions and consent; to reviewing email request and to internal discussion with ASD re next steps	KCQ	0.30
30-Jan-2026	To correspondences and attendances re: closing deliverables;	RDT	0.20
30-Jan-2026	Correspondences to purchaser's lawyer re: Lot 10 Amendment; reviewing APS re: adjustments and closing date provisions.	MAJ	2.10
OUR FEE			\$10,669.00



<u>Time Summary</u>	<u>Hours</u>
Ashley Demiri	1.90
Kristine Caronongan-Quianzon	6.80
Michael Juranka	7.80
Reg. D Theriault	5.10
Total hours:	<u>21.60</u>

DISBURSEMENTS (E=HST exempt)

Abstract Search	Amount 49.00
Total Disbursements	<u>\$49.00</u>



Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Attention: Fanseay Wang

Statement No: 192429

Statement Date: 2/20/2026

Amount Due: \$12,111.34

24535-0002: Common Elements Condo - General Matters

PAYMENT OPTIONS

1. **BMO or Credit Union Client?** Pay us by Telephone, On-Line & ABM payment systems. Use your matter number listed above (no dash) as your customer account #

2. **PAYMENT BY E-TRANSFER (CAD only)** - Please reference the Invoice Number or Matter Number in the message box. Email e-transfer funds to etransfer@loonix.com

3. PAYMENT BY WIRE

Beneficiary's Bank:	Bank of Montreal 31 Rexdale Blvd Etobicoke, Ontario M9W 1P1	Beneficiary Name:	LOOPSTRA NIXON LLP
SWIFT CODE:	BOFMCAM2	Beneficiary Address:	135 Queens Plate Drive, Suite 600 Toronto, Ontario Canada M9W 6V7
Beneficiary Account #:	24161017758	BNF field / SWIFT field 59:	24161017758 CDN (11 digit transit and account #)

4. **PAYMENT BY EFT (Electronic Funds Transfer)** - Please send remittance copy to mmartins@ln.law

Bank Name: Bank of Montreal	Account Number: 1017758
Bank Code: 0001	Account Name: <u>LOOPSTRA NIXON LLP</u>
Transit Number : 24162	

5. **PAYMENT BY CHEQUE PAYABLE TO:** LOOPSTRA NIXON LLP

6. **PAYMENT BY CREDIT CARD** (Please put the Invoice Number in the reference field when paying by credit card)

To pay by VISA, M/C or AMEX in CAD <https://secure.lawpay.com/pages/loopstra-nixon-llp/operating-can>

To pay by VISA, M/C or AMEX in USD <https://secure.lawpay.com/pages/loopstra-nixon-llp/usd-op>

7. **PAYMENT BY QR Code** (Please put the statement number in the reference field when paying by credit card)

To pay in CAD:



To pay in USD:





December 31, 2025

Reg. D Theriault
Direct Line: 416.748.4751
Email: rtheriault@loonix.com
*R. Theriault Professional Corporation

CONFIDENTIAL

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0002

Attention: Fanseay Wang

Interim bill in relation to:
General Matters

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including December 31, 2025 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:

Reg. D Theriault
Encl.



December 31, 2025

Invoice No. 190570

Matter No. 24535-0002

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Attention: Fanseay Wang

**Interim bill in relation to:
General Matters**

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to December 31, 2025.

OUR FEE	\$4,348.50
HST on Fees @ 13%	\$565.31

DISBURSEMENTS:

Total Disbursements	\$86.00
HST on Disbursements	\$11.18

Total Fees, Disbursements and HST	\$5,010.99
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The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:

Reg. D Theriault
RDT/sus

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT0001



PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 31-Dec-2025

December 31, 2025

Invoice No. 190570

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0002

Attention: Fansey Wang

Interim bill in relation to:
General Matters

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
02-Dec-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.40
04-Dec-2025	To correspondences and attendances re: minutes of settlement;	RDT	0.30
04-Dec-2025	To correspondences and attendances re: purchase agreement and amendments;	RDT	0.20
05-Dec-2025	To correspondences and attendances re: purchase agreement;	RDT	0.20
08-Dec-2025	To correspondences and attendances re: purchase agreement; to correspondences and attendances re: purchaser defaults;	RDT	0.40
08-Dec-2025	Correspondences re: information for court order; reviewing encumbrances to remain	MAJ	2.80
09-Dec-2025	To correspondences and attendances re: minutes of settlement;	RDT	0.30
12-Dec-2025	To correspondences and attendances re: purchase agreement;	RDT	0.30
13-Dec-2025	To correspondences re: purchase agreements;	RDT	0.20
15-Dec-2025	To correspondences and attendances re: purchase agreement;	RDT	0.20
18-Dec-2025	To correspondences and attendances re: purchase agreement;	RDT	0.20
19-Dec-2025	To correspondences re: purchase agreement;	RDT	0.20
22-Dec-2025	To correspondences and attendances re: sales and closing matters;	RDT	0.20



22-Dec-2025	To correspondences and attendances re: purchaser inquiries;	RDT	0.20
29-Dec-2025	To correspondences and attendances re: purchase agreement;	RDT	0.30
30-Dec-2025	To correspondences and attendances re: purchase agreement;	RDT	0.20
30-Dec-2025	To correspondences and attendances re: purchase agreement;	RDT	0.30
OUR FEE			\$4,348.50

Time Summary

Hours

Michael Juranka	2.80
Reg. D Theriault	4.10
Total hours:	6.90

DISBURSEMENTS (E=HST exempt)

	Amount
Abstract Search	86.00
Total Disbursements	\$86.00



Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Attention: Fanseay Wang

Statement No: 190570

Statement Date: 12/31/2025

Amount Due: \$5,010.99

24535-0002: Common Elements Condo - General Matters

PAYMENT OPTIONS

1. BMO or Credit Union Client? Pay us by Telephone, On-Line & ABM payment systems. Use your matter number listed above (no dash) as your customer account #

2. PAYMENT BY E-TRANSFER (CAD only) - Please reference the Invoice Number or Matter Number in the message box.
Email e-transfer funds to etransfer@loonix.com

3. PAYMENT BY WIRE

Beneficiary's Bank:	Bank of Montreal 31 Rexdale Blvd Etobicoke, Ontario M9W 1P1	Beneficiary Name:	LOOPSTRA NIXON LLP
SWIFT CODE:	BOFMCAM2	Beneficiary Address:	135 Queens Plate Drive, Suite 600 Toronto, Ontario Canada M9W 6V7
Beneficiary Account #:	24161017758	BNF field / SWIFT field 59:	24161017758 CDN (11 digit transit and account #)

4. PAYMENT BY EFT (Electronic Funds Transfer) - Please send remittance copy to mmartins@ln.law

Bank Name: Bank of Montreal	Account Number: 1017758
Bank Code: 0001	Account Name: <u>LOOPSTRA NIXON LLP</u>
Transit Number : 24162	

5. PAYMENT BY CHEQUE PAYABLE TO: LOOPSTRA NIXON LLP

6. PAYMENT BY CREDIT CARD (Please put the Invoice Number in the reference field when paying by credit card)

To pay by VISA, M/C or AMEX in CAD <https://secure.lawpay.com/pages/loopstra-nixon-llp/operating-can>

To pay by VISA, M/C or AMEX in USD <https://secure.lawpay.com/pages/loopstra-nixon-llp/usd-op>

7. PAYMENT BY QR Code (Please put the statement number in the reference field when paying by credit card)

To pay in CAD:



To pay in USD:





December 22, 2025

Reg. D Theriault
Direct Line: 416.748.4751
Email: rtheriault@loonix.com
*R. Theriault Professional Corporation

CONFIDENTIAL

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0002

Attention: Fanseay Wang

Interim bill in relation to:
General Matters

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including December 4, 2025 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:

Reg. D Theriault
Encl.



December 22, 2025

Invoice No. 188040

Matter No. 24535-0002

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Attention: Fansey Wang

**Interim bill in relation to:
General Matters**

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to December 4, 2025.

OUR FEE	\$26,791.50
HST on Fees @ 13%	\$3,482.90

DISBURSEMENTS:

Total Disbursements	\$253.68
HST on Disbursements	\$22.23

Total Fees, Disbursements and HST	<u>\$30,550.31</u>
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The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:

Reg. D Theriault
RDT/tat

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT0001



PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 04-Dec-2025

December 22, 2025

Invoice No. 188040

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0002

Attention: Fanseay Wang

Interim bill in relation to:
General Matters

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
01-Oct-2025	To correspondences and attendances re: condo registration;	RDT	1.20
01-Oct-2025	To correspondences and attendances re: master purchase agreement and disclosure packages;	RDT	0.30
01-Oct-2025	Attending to correspondences; preparing declaration registration package; drafting sales documents.	MAJ	5.30
02-Oct-2025	To correspondences and attendances re: condo registration; to revise SFA; to instruct re: same;	RDT	3.80
02-Oct-2025	To correspondences and attendances re: master purchase agreement;	RDT	0.20
02-Oct-2025	Attending to correspondences re: registration; assembling registration package; call with LRO; drafting bylaws and rules.	MAJ	3.70
03-Oct-2025	To correspondences and attendances re: purchaser defaults and minutes of settlement; to correspondences and attendances re: amending agreements;	RDT	0.80
03-Oct-2025	To correspondences and attendances re: disclosure statement and attachments;	RDT	0.20
03-Oct-2025	To correspondences and attendances re: condo registration;	RDT	0.40
06-Oct-2025	To correspondences and attendances re: purchaser defaults and minutes of settlement;	RDT	0.50
06-Oct-2025	To correspondences and attendances re: condo registration;	RDT	0.30



06-Oct-2025	To correspondences and attendances re: purchase offers;	RDT	0.30
06-Oct-2025	Attending to LRO correspondences re: registration; call with Receiver re: Schedule Bs.; compiling Schedule B package for courier.	MAJ	0.50
07-Oct-2025	To correspondences and attendances re: condo registration;	RDT	0.50
07-Oct-2025	Attending to correspondences.	MAJ	0.50
08-Oct-2025	To correspondences and attendances re: purchase agreement reviews;	RDT	0.30
08-Oct-2025	To correspondences and attendances re: condo registration;	RDT	0.30
08-Oct-2025	Attending to correspondences; call with Receiver re: APS review process.	MAJ	2.30
08-Oct-2025	To attendances to receipt of correspondence from J. Santos - NBC Bank Statement (August & September); To attendances to run July 2025, August 2025 & September 2025 - Monthly Trust Balances Report as required for DTA Report;	ASD	0.40
09-Oct-2025	To correspondences and attendances re: condo registration;	RDT	0.30
09-Oct-2025	Correspondences re: requested amendment to APS.	MAJ	0.70
10-Oct-2025	To correspondences and attendances re: purchase agreement review;	RDT	0.20
10-Oct-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.20
14-Oct-2025	To correspondences and attendances re: condo registration;	RDT	0.20
14-Oct-2025	To correspondences and attendances re: sales agreements;	RDT	0.20
14-Oct-2025	Correspondences re: POTL 18.	MAJ	0.60
15-Oct-2025	To correspondences re: purchase agreements;	RDT	0.20
16-Oct-2025	To review purchase agreements; to correspondences and attendances re: same;	RDT	0.20
17-Oct-2025	To correspondences and attendances re: purchase agreements;	RDT	0.30
17-Oct-2025	To correspondences and attendances re: purchaser inquiries and deliverables;	RDT	0.20
18-Oct-2025	To correspondences and attendances re: purchase agreement reviews;	RDT	0.30
19-Oct-2025	To correspondences and attendances re: purchase agreement review;	RDT	0.20
20-Oct-2025	To correspondences and attendances re: purchase agreement review;	RDT	0.40



21-Oct-2025	To correspondences and attendances re: purchase agreement review; to correspondences and attendances re: purchase agreement amendments;	RDT	0.50
22-Oct-2025	To correspondences and attendances re: amending agreements;	RDT	0.30
22-Oct-2025	Reviewing APS amendments.	MAJ	2.90
23-Oct-2025	To correspondences and attendances re: amendments to purchase agreements;	RDT	0.40
23-Oct-2025	To correspondences and attendances re: agreement termination and release; to correspondences and attendances re: minutes of settlement;	RDT	0.50
23-Oct-2025	Attending to correspondences re: APS amendments.	MAJ	0.50
24-Oct-2025	To correspondences and attendances re: amending agreement;s	RDT	0.50
24-Oct-2025	To correspondences and attendances re: defaults and minutes of settlement;	RDT	0.20
24-Oct-2025	To attendances to Fee Affidavit; To attendances to compile Affidavit - submit to RDT For execution; To attendances to compile Affidavit & Invoices	ASD	0.50
25-Oct-2025	To correspondences and attendances re: purchase agreement amendments;	RDT	0.20
27-Oct-2025	To correspondences and attendances re: purchase agreement and rescission;	RDT	0.20
27-Oct-2025	To correspondences and attendances re: amendments to purchase agreement;	RDT	0.20
27-Oct-2025	Correspondences re: POTL 18 amendment; revising amendment draft.	MAJ	0.40
28-Oct-2025	To correspondences and attendances re: purchase agreement review; to correspondences and attendances re: purchase agreement amending agreement;	RDT	0.40
29-Oct-2025	To correspondences and attendances re: purchase agreement amendments;	RDT	0.30
30-Oct-2025	To correspondences re: purchase agreement amendments;	RDT	0.50
31-Oct-2025	To correspondences and attendances re: purchaser termination;	RDT	0.20
31-Oct-2025	To correspondences and attendances re: amendments to purchase agreements;	RDT	0.40
01-Nov-2025	To correspondences and attendances re: amending agreements;	RDT	0.20
02-Nov-2025	To correspondences and attendances re: purchase agreement amendments;	RDT	0.20



03-Nov-2025	To correspondences and attendances re: terminations and minutes of settlement;	RDT	0.40
03-Nov-2025	To correspondences and attendances re: lease consent request;	RDT	0.20
04-Nov-2025	To correspondences and attendances re: minutes of settlement and purchase agreement amendments;	RDT	0.30
06-Nov-2025	To correspondences and attendances re: sales agreements and target closings; to correspondences and attendances re: amending agreements;	RDT	0.60
06-Nov-2025	To correspondences and attendances re: minutes of settlement;	RDT	0.40
07-Nov-2025	To correspondences and attendances re: purchase agreements and closing deliverables;	RDT	0.60
07-Nov-2025	To correspondences and attendances re: termination and minutes of settlement; to review hotel agreement; to correspondences re: same;	RDT	0.50
10-Nov-2025	To correspondences and attendances re: minutes of settlement; to review same; to execute same;	RDT	0.60
10-Nov-2025	To correspondences and attendances re: accommodation agreement;	RDT	0.20
11-Nov-2025	To correspondences and attendances re: minutes of settlement, accommodation agreement and amendments to purchase agreements;	RDT	0.50
12-Nov-2025	To correspondences and attendances re: minutes of settlement matters;	RDT	0.20
13-Nov-2025	To correspondences and attendances re: amendments to purchase agreement;	RDT	0.20
14-Nov-2025	To correspondences and attendances re: purchase agreement review;	RDT	0.40
17-Nov-2025	To correspondences and attendances re: purchase agreement terminations and releases;	RDT	0.30
17-Nov-2025	To correspondences and attendances re: purchase agreement review;	RDT	0.40
18-Nov-2025	To correspondences and attendances re: minutes of settlement;	RDT	0.40
18-Nov-2025	To correspondences and attendances re: purchase agreement;	RDT	0.20
21-Nov-2025	To correspondences and attendances re: sales agreement;	RDT	0.30
24-Nov-2025	To correspondences and attendances re: amending agreements;	RDT	0.20
25-Nov-2025	To correspondences and attendances re: closing deliverables;	RDT	0.40
26-Nov-2025	To correspondences and attendances re: project setup and occupancy closing deliverables;	RDT	0.30



OUR FEE

\$26,791.50

Time Summary

Hours

Ashley Demiri	0.90
Michael Juranka	17.40
Reg. D Theriault	24.80
Total hours:	43.10

DISBURSEMENTS (E=HST exempt)

Amount

Abstract Search	129.30
Courier	41.68
Registration (E)	82.70
Total Disbursements	\$253.68



Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Statement No: 188040

Statement Date: 12/22/2025

Attention: Fanseay Wang

Amount Due: \$30,550.31

24535-0002: Common Elements Condo - General Matters

PAYMENT OPTIONS

1. **BMO or Credit Union Client?** Pay us by Telephone, On-Line & ABM payment systems. Use your matter number listed above (no dash) as your customer account #

2. **PAYMENT BY E-TRANSFER (CAD only)** - Please reference the Invoice Number or Matter Number in the message box. Email e-transfer funds to etransfer@loonix.com

3. **PAYMENT BY WIRE**

Beneficiary's Bank:	Bank of Montreal 31 Rexdale Blvd Etobicoke, Ontario M9W 1P1	Beneficiary Name:	LOOPSTRA NIXON LLP
SWIFT CODE:	BOFMCAM2	Beneficiary Address:	135 Queens Plate Drive, Suite 600 Toronto, Ontario Canada M9W 6V7
Beneficiary Account #:	24161017758	BNF field / SWIFT field 59:	24161017758 CDN (11 digit transit and account #)

4. **PAYMENT BY EFT (Electronic Funds Transfer)** - Please send remittance copy to mmartins@ln.law

Bank Name: Bank of Montreal	Account Number: 1017758
Bank Code: 0001	Account Name: <u>LOOPSTRA NIXON LLP</u>
Transit Number : 24162	

5. **PAYMENT BY CHEQUE PAYABLE TO:** LOOPSTRA NIXON LLP

6. **PAYMENT BY CREDIT CARD** (Please put the Invoice Number in the reference field when paying by credit card)

To pay by VISA, M/C or AMEX in CAD <https://secure.lawpay.com/pages/loopstra-nixon-llp/operating-can>

To pay by VISA, M/C or AMEX in USD <https://secure.lawpay.com/pages/loopstra-nixon-llp/usd-op>

7. **PAYMENT BY QR Code** (Please put the statement number in the reference field when paying by credit card)

To pay in CAD:



To pay in USD:





October 10, 2025

Reg D. Theriault
Direct Line: 416.748.4751
Email: rtheriault@loonix.com
*R. Theriault Professional Corporation

CONFIDENTIAL

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0002

Attention: Fanseay Wang

Interim bill in relation to:
General Matters

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including September 30, 2025 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:

Reg D. Theriault
Encl.



October 10, 2025

Invoice No. 181504

Matter No. 24535-0002

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Attention: Fansey Wang

**Interim bill in relation to:
General Matters**

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to September 30, 2025.

OUR FEE	\$24,586.50
HST on Fees @ 13%	\$3,196.25

DISBURSEMENTS:

Total Disbursements	\$195.13
HST on Disbursements	\$25.37

Total Fees, Disbursements and HST	<u>\$28,003.25</u>
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The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:

Reg D. Theriault
RDT/jep

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT0001



PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 30-Sep-2025

October 10, 2025

Invoice No. 181504

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0002

Attention: Fansey Wang

Interim bill in relation to:
General Matters

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
18-Jun-2025	To attendances re billing matters: To attendances to review PBR, calculate discount & finalize	ASD	0.00
10-Jul-2025	To attendances to billing matters; To attendances to review PBR, calculate discount & finalize	ASD	0.00
17-Jul-2025	To attendances to review June Trust Balances; To attendances to DTA Report & Balance re June	ASD	0.00
23-Jul-2025	To attendances to internal correspondence - F/U re M. Baum's email	ASD	0.00
03-Jul-2025	Attending to reviewing corporate documents; correspondences re: Form 3 for marketing purposes.	MAJ	0.60
07-Jul-2025	To attendances to internal discussions re Court Order & Endorsement - and registration of same; To attendances to multiple internal correspondence re Schedule "B"; To attendances to correspondence to A. Brown - request F/U re executed Schedule "B"; To attendances to correspondence to D. Corrick - request F/U re executed Schedule "B"; To attendances to receipt of correspondence - Authomatic Reply re D. Corrick; To attendances to correspondence to M. Baum - request F/U re Schedule "B"; To attendances to correspondence to Teraview re Registration of Court Order; To attendances to receipt of correspondence from M. Baum - confirmation of receipt	ASD	0.70



07-Jul-2025	To attendances to telephone call with Teranet & Service Ontario re Court Order and Registration	ASD	0.50
08-Jul-2025	To attendances to multiple correspondence re Schedule B & Purolator delivery; To attendances to review correspondence re delivery address - confirm same	ASD	0.30
09-Jul-2025	To attendances to review Occupancy Closing Schedule re July Occupancy Dates; To attendances to correspondence to M. Wywrot re Occupancy Permit & Occupancy Closing Dates	ASD	0.20
10-Jul-2025	To correspondences and attendances re: condo registration;	RDT	0.30
11-Jul-2025	To correspondences and attendances re: condo registration;	RDT	0.30
11-Jul-2025	To correspondences and attendances re: shared facilities agreement;	RDT	0.30
14-Jul-2025	To correspondences and attendances re: condo registration;	RDT	0.20
14-Jul-2025	To attendances to receipt of correspondence from M. Baum re Schedule "B"; To attendances to internal discussions with RDT & MAJ re same	ASD	0.20
14-Jul-2025	To attendances to run March 2025, April 2025, May 2025 & June 2025 - Monthly Trust Balances Report as required for DTA Report; To attendances to review March, April & May Trust Balances; To attendances to DTA Report & Balance re March, April & May	ASD	3.00
16-Jul-2025	To attendances to review June Trust Balances; To attendances to DTA Report & Balance re June	ASD	1.00
24-Jul-2025	To review declaration; to instruct re: same; to correspondences re: same;	RDT	0.30
25-Jul-2025	To correspondences and attendances re: condo registration and lender consent;	RDT	0.40
25-Jul-2025	Attending to correspondences re: lender consents to registration, reviewing declaration.	MAJ	3.70
25-Jul-2025	To attendances to multiple correspondence re Windsor Capital Schedule "B" - and status update to M. Baum	ASD	0.20
29-Jul-2025	To review condo declaration; to correspondences and attendances re: same; to review shared facilities agreement; to correspondences re: same;	RDT	3.30
30-Jul-2025	To correspondences and attendances re: condo registration;	RDT	0.30
30-Jul-2025	Attending to research re: court orders for lender consents; correspondences with lenders.	MAJ	1.70



06-Aug-2025	To conference call re: condo registration;	RDT	0.20
18-Aug-2025	To correspondences re: condo declaration;	RDT	0.20
20-Aug-2025	To correspondences and attendances re: condo registration; to conference call re: same;	RDT	0.80
21-Aug-2025	To correspondences and attendances re: condo registration;	RDT	0.30
25-Aug-2025	To correspondences and attendances re: condo registration;	RDT	0.30
26-Aug-2025	To correspondences and attendances re: condo registration;	RDT	0.20
26-Aug-2025	To attendances to multiple internal discussions re Schedule "B" & Registration of Court Order	ASD	0.20
28-Aug-2025	To correspondences and attendances re: condo registration;	RDT	0.40
29-Aug-2025	To correspondences and attendances re: condo registration;	RDT	0.20
29-Aug-2025	To correspondences and attendances re: master purchase agreement;	RDT	0.20
29-Aug-2025	Attending to correspondences; compiling CEC declaration	MAJ	1.80
02-Sep-2025	To correspondences re: purchaser defaults and amendments;	RDT	0.30
02-Sep-2025	To correspondences and attendances re: condo registration; to conference call re: same; to attendances re: master purchase agreements;	RDT	0.70
02-Sep-2025	Attending to correspondences re: registration; client meeting.	MAJ	1.00
03-Sep-2025	To correspondences and attendances re: condo registration;	RDT	0.40
03-Sep-2025	Attending to preparing declaration for registration; tendering on Suite 302 purchaser.	MAJ	1.40
04-Sep-2025	To review declaration submission and covering email; to correspondences re: same;	RDT	0.70
04-Sep-2025	Attending to correspondences re: registration of declaration.	MAJ	2.10
09-Sep-2025	To correspondences and attendances re: master aps revisions;	RDT	0.20
09-Sep-2025	To correspondences and attendances re: condo registration; to conference call re: same;	RDT	0.30
09-Sep-2025	Attending to video call re coordinating CEC declaration.	MAJ	0.40
15-Sep-2025	To correspondences and attendances re: master purchase agreements and disclosure documents;	RDT	0.40
16-Sep-2025	Attending to check in meeting; correspondences re: registering court order on title.	MAJ	4.70



17-Sep-2025	To correspondences and attendances re: master purchase agreement revisions;	RDT	0.20
18-Sep-2025	To correspondences and attendances re: master purchase agreement;	RDT	0.30
19-Sep-2025	To correspondences and attendances re: condo registration;	RDT	0.30
23-Sep-2025	To correspondences and attendances re: condo registration;	RDT	0.50
24-Sep-2025	To correspondences and attendances re: condo registration; to correspondences and attendances re: by-laws;	RDT	0.80
24-Sep-2025	Attending to correspondences re: solicitor's certificate; drafting sales documents.	MAJ	4.80
25-Sep-2025	To correspondences and attendances re: condo registration; to review shared facilities agreement; to correspondences re: same;	RDT	0.40
25-Sep-2025	To correspondences and attendances re: master sales agreements and sales process;	RDT	0.30
25-Sep-2025	Attending to correspondences; drafting sales documents.	MAJ	3.90
29-Sep-2025	To correspondences and attendances re: condo registration;	RDT	0.30
29-Sep-2025	To correspondences and attendances re: occupancy closings;	RDT	0.30
29-Sep-2025	To correspondences and attendances re: occupancy closing deliverables;	RDT	0.30
30-Sep-2025	To correspondences and attendances re: condo registration; to review SFA and documents; to conference call re: condo registration;	RDT	1.00
30-Sep-2025	To correspondences and attendances re: master purchase agreement;	RDT	0.20
OUR FEE			\$24,586.50

Time Summary

Hours

Ashley Demiri	6.30
Michael Juranka	26.10
Reg D. Theriault	16.10
Total hours:	48.50

DISBURSEMENTS (E=HST exempt)

	Amount
Abstract Search	85.40
Courier	109.73
Total Disbursements	\$195.13



Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Statement No: 181504

Statement Date: 10/10/2025

Attention: Fanseay Wang

Amount Due: \$28,003.25

24535-0002: Common Elements Condo - General Matters

PAYMENT OPTIONS

1. BMO or Credit Union Client? Pay us by Telephone, On-Line & ABM payment systems. Use your matter number listed above (no dash) as your customer account #

2. PAYMENT BY E-TRANSFER (CAD only) - Please reference the Invoice Number or Matter Number in the message box. Email e-transfer funds to etransfer@loonix.com

3. PAYMENT BY WIRE

Beneficiary's Bank:	Bank of Montreal 31 Rexdale Blvd Etobicoke, Ontario M9W 1P1	Beneficiary Name:	LOOPSTRA NIXON LLP
SWIFT CODE:	BOFMCAM2	Beneficiary Address:	135 Queens Plate Drive, Suite 600 Toronto, Ontario Canada M9W 6V7
Beneficiary Account #:	24161017758	BNF field / SWIFT field 59:	24161017758 CDN (11 digit transit and account #)

4. PAYMENT BY EFT (Electronic Funds Transfer) - Please send remittance copy to mmartins@ln.law

Bank Name: Bank of Montreal	Account Number: 1017758
Bank Code: 0001	Account Name: <u>LOOPSTRA NIXON LLP</u>
Transit Number : 24162	

5. PAYMENT BY CHEQUE PAYABLE TO: LOOPSTRA NIXON LLP

6. PAYMENT BY CREDIT CARD (Please put the Invoice Number in the reference field when paying by credit card)

To pay by VISA, M/C or AMEX in CAD <https://secure.lawpay.com/pages/loopstra-nixon-llp/operating-can>

To pay by VISA, M/C or AMEX in USD <https://secure.lawpay.com/pages/loopstra-nixon-llp/usd-op>

7. PAYMENT BY QR Code (Please put the statement number in the reference field when paying by credit card)

To pay in CAD:



To pay in USD:





July 17, 2025

Reg D. Theriault

Direct Line: 416.748.4751

Email: rtheriault@loonix.com

*R. Theriault Professional Corporation

CONFIDENTIAL

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0002

Attention: Fanseay Wang

Interim bill in relation to:
General Matters

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including July 9, 2025 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:

Reg D. Theriault
Encl.



July 17, 2025

Invoice No. 175973

Matter No. 24535-0002

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Attention: Fansey Wang

Interim bill in relation to:
General Matters

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to July 9, 2025.

OUR FEE	\$7,832.50
Less Client Discount	-\$1,174.88
Net Billed Amount	\$6,657.62
HST on Fees @ 13%	\$865.49

DISBURSEMENTS:

Total Disbursements	\$3.00
HST on Disbursements	\$0.39

Total Fees, Disbursements and HST	\$7,526.50
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The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:

Reg D. Theriault
RDT/tha

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT0001



PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 09-Jul-2025

July 17, 2025

Invoice No. 175973

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0002

Attention: Fansey Wang

Interim bill in relation to:
General Matters

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
10-Jun-2025	To correspondences and attendances re: template purchase agreement; to instruct re: same;	RDT	0.30
11-Jun-2025	To correspondences and attendances re: purchase agreement amendments;	RDT	0.30
11-Jun-2025	To correspondences and attendances re: amendments to purchase agreement template;	RDT	0.30
12-Jun-2025	To correspondences and attendances re: amendments to purchase agreement;	RDT	0.40
12-Jun-2025	To correspondences and attendances re: condo registration; to instruct re: same; to internal meeting re: same;	RDT	0.40
13-Jun-2025	To correspondences and attendances re: condo registration matters; to instruct re: same;	RDT	0.30
16-Jun-2025	To correspondences and attendances re: lender consents and condo registration;	RDT	0.50
16-Jun-2025	To attendances to review correspondence re Schedule "B"; To attendances to compile - forward to R. Shah	ASD	0.30
19-Jun-2025	To correspondences and attendances re: condo registration; to review court application; to correspondences re: same;	RDT	0.30
20-Jun-2025	To correspondences re: occupancy closings;	RDT	0.40
20-Jun-2025	To review draft order; to correspondences re: same;	RDT	0.60
20-Jun-2025	To attendances to multiple correspondence re Occupancy Closing & Extension re same	ASD	0.30



20-Jun-2025	To attendances to correspondence re Fee Affidavit	ASD	0.10
23-Jun-2025	To correspondences and attendances re: condo registration and court application;	RDT	0.50
24-Jun-2025	To correspondences and attendances re: condo registration;	RDT	0.50
25-Jun-2025	To correspondences and attendances re: condo registration;	RDT	0.30
26-Jun-2025	To correspondences and attendances re: condo registration; to attend hearing re: same;	RDT	1.40
26-Jun-2025	To attendances to draft Letter to F. Wang re Execution of Schedule B; To attendances to compile Schedule B re Standard Condo & CE Condo; To attendances to instruct CIG re delivery	ASD	0.50
26-Jun-2025	Attendances to sending couriers	CIG	0.20
27-Jun-2025	To correspondences and attendances re: registration;	RDT	0.40
02-Jul-2025	To correspondences and attendances re: condo registration;	RDT	0.30
02-Jul-2025	To attendances to multiple correspondence re Schedule B & Execution re same; To attendances to internal discussions with RDT re same	ASD	0.30
03-Jul-2025	To correspondences and attendances re: condo registration;	RDT	0.30
04-Jul-2025	To correspondences and attendances re: condo registration and motion;	RDT	0.40
07-Jul-2025	To correspondences and attendances re: court order and condo registration;	RDT	0.50
07-Jul-2025	To correspondences and attendances re: shared facilities agreement;	RDT	0.40
OUR FEE (Reduced from docketed time of \$7,832.50)			\$6,657.62

<u>Time Summary</u>	<u>Hours</u>
Ashley Demiri	1.50
Ciara Graham	0.20
Reg D. Theriault	8.80
Total hours:	<u>10.50</u>

<u>DISBURSEMENTS</u> (E=HST exempt)	Amount
Abstract Search	3.00
Total Disbursements	<u>\$3.00</u>



Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Statement No: 175973

Statement Date: 7/17/2025

Attention: Fanseay Wang

Amount Due: \$7,526.50

24535-0002: Common Elements Condo - General Matters

PAYMENT OPTIONS

1. BMO or Credit Union Client? Pay us by Telephone, On-Line & ABM payment systems. Use your matter number listed above (no dash) as your customer account #

2. PAYMENT BY E-TRANSFER (CAD only) - Please reference the Invoice Number or Matter Number in the message box.
Email e-transfer funds to etransfer@loonix.com

3. PAYMENT BY WIRE

Beneficiary's Bank:	Bank of Montreal 31 Rexdale Blvd Etobicoke, Ontario M9W 1P1	Beneficiary Name:	LOOPSTRA NIXON LLP
SWIFT CODE:	BOFMCAM2	Beneficiary Address:	135 Queens Plate Drive, Suite 600 Toronto, Ontario Canada M9W 6V7
Beneficiary Account #:	24161017758	BNF field / SWIFT field 59:	24161017758 CDN (11 digit transit and account #)

4. PAYMENT BY EFT (Electronic Funds Transfer) - Please send remittance copy to mmartins@ln.law

Bank Name: Bank of Montreal	Account Number: 1017758
Bank Code: 0001	Account Name: <u>LOOPSTRA NIXON LLP</u>
Transit Number : 24162	

5. PAYMENT BY CHEQUE PAYABLE TO: LOOPSTRA NIXON LLP

6. PAYMENT BY CREDIT CARD (Please put the Invoice Number in the reference field when paying by credit card)

To pay by VISA, M/C or AMEX in CAD <https://secure.lawpay.com/pages/loopstra-nixon-llp/operating-can>

To pay by VISA, M/C or AMEX in USD <https://secure.lawpay.com/pages/loopstra-nixon-llp/usd-op>

7. PAYMENT BY QR Code (Please put the statement number in the reference field when paying by credit card)

To pay in CAD:



To pay in USD:





June 19, 2025

Reg D. Theriault
Direct Line: 416.748.4751
Email: rtheriault@loonix.com
*R. Theriault Professional Corporation

CONFIDENTIAL

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0002

Attention: Fanseay Wang

Interim bill in relation to:
General Matters

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including June 10, 2025 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:

Reg D. Theriault
Encl.



June 19, 2025

Invoice No. 173537

Matter No. 24535-0002

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Attention: Fansey Wang

**Interim bill in relation to:
General Matters**

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to June 10, 2025.

OUR FEE	\$45,163.00
Less Client Discount	-\$6,774.45
Net Billed Amount	\$38,388.55
HST on Fees @ 13%	\$4,990.51

DISBURSEMENTS:

Total Disbursements	\$252.00
HST on Disbursements	\$32.76

Total Fees, Disbursements and HST	<u>\$43,663.82</u>
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The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:

Reg D. Theriault
RDT/jep

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT0001



PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 10-Jun-2025

June 19, 2025

Invoice No. 173537

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0002

Attention: Fansey Wang

Interim bill in relation to:
General Matters

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
01-Apr-2025	To correspondences and attendances re: occupancy closings and termination notices;	RDT	0.80
02-Apr-2025	To correspondences and conference call re: agreement terminations; to correspondences and attendances re: deposit returns; to instruct re: same;	RDT	1.10
03-Apr-2025	To correspondences and attendances re: purchaser terminations; to instruct re: same; to correspondences and attendances re: deposit returns;	RDT	0.80
04-Apr-2025	To correspondences and attendances re: purchaser terminations; to conference call re: same;	RDT	1.80
04-Apr-2025	To review declaration; to correspondences re: same;	RDT	0.20
07-Apr-2025	To correspondences re: receiver update;	RDT	0.30
07-Apr-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.60
07-Apr-2025	To correspondences and attendances re: condo declaration;	RDT	0.30
08-Apr-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.60
09-Apr-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.80
10-Apr-2025	To correspondences and attendances re: purchaser terminations;	RDT	0.40



10-Apr-2025	To correspondences and attendances re: condo declaration; to review same;	RDT	0.20
11-Apr-2025	To correspondences and attendances re: purchaser defaults; to review condo declaration; to attendances re: same; to correspondences re: deposits held in trust; to correspondences and attendances re: excess deposit insurance;	RDT	1.00
14-Apr-2025	To review plan and legal description; to correspondences and attendances re: same; to correspondences and attendances re: purchaser terminations;	RDT	5.00
15-Apr-2025	To correspondences and attendances re: occupancy permits and purchaser defaults and terminations;	RDT	0.60
15-Apr-2025	To correspondences and attendances re: condo declaration;	RDT	0.60
15-Apr-2025	Reviewing draft declaration and legal description; examining easements on title and abutting properties.	MAJ	2.10
15-Apr-2025	To attendances to internal discussions re Title Instruments with MAJ; To attendances to pull Transfer Easements - teraview; To attendances to compile & file in ND; To attendances to compile & forward to MAJ	ASD	0.40
15-Apr-2025	To attendances to internal discussions re Plan1916; To attendances to review LRO#65 - Plan Prefixes - locate Plan1916; To attendances to pull Subdivision Plan 1916 - compile & forward to MAJ	ASD	0.30
15-Apr-2025	To attendances to multiple internal discussions re Condo Declaration & Schedule "A"	ASD	0.30
16-Apr-2025	To correspondences and attendances re: condo registration and declaration; to correspondences and attendances re: purchaser defaults and terminations; to conference call re: same;	RDT	1.80
17-Apr-2025	To correspondences and attendances re: declaration and condo registration; to revise schedules to declaration; to review condo plans; to correspondences and attendances re: purchaser terminations; to correspondences and attendances re: purchaser defaults; to instruct re: same;	RDT	2.30
21-Apr-2025	To correspondences and attendances re: purchase defaults and terminations; to correspondences re: condo registration; to correspondences re: deposits;	RDT	0.70
22-Apr-2025	To correspondences and attendances re: purchaser defaults and terminations; to correspondences re: condo registration;	RDT	0.50



23-Apr-2025	To correspondences and attendances re: purchaser defaults and terminations; to correspondences re: condo registration;	RDT	0.50
24-Apr-2025	To correspondences and conference call re: condo registration; to correspondences and attendances re: purchaser defaults and terminations;	RDT	1.90
25-Apr-2025	To correspondences and attendances re: condo registration; to correspondences and attendances and internal meeting re: purchase agreement amendments;	RDT	0.80
25-Apr-2025	Correspondences; research re: updating POTL PINs following CEC registration	MAJ	0.60
28-Apr-2025	To correspondences and conference call re: purchaser terminations and defaults; to review legal description to condo declaration; to correspondences and attendances re: same;	RDT	0.60
28-Apr-2025	Call re: Tarion Disclaim Notices; reviewing Ryan's draft response.	MAJ	0.60
29-Apr-2025	To correspondences and attendances re: Tarion inquiries;	RDT	0.30
29-Apr-2025	To correspondences and attendances re: purchaser terminations;	RDT	0.30
29-Apr-2025	To correspondences re: condo registration; to review plans and declarations;	RDT	0.20
30-Apr-2025	To review legal descriptions and declarations; to correspondences re: same;	RDT	3.30
30-Apr-2025	To correspondences and attendances re: deposit trust agreement;	RDT	0.20
30-Apr-2025	To correspondences and attendances re: Tarion reporting and inquiries;	RDT	0.20
30-Apr-2025	To email exchanges and calls with J. Cortellucci; to email exchange with N. Sgrignuoli	JMJ	0.30
01-May-2025	To correspondences and attendances re: condo registration;	RDT	0.40
01-May-2025	To correspondences and attendances re: Tarion inquiries;	RDT	0.20
01-May-2025	To correspondences and attendances re: purchase agreement and disclosure package amendments;	RDT	0.30
02-May-2025	To revise declarations; to correspondences and attendances re: same; to review site plan agreement; to correspondences re: same;	RDT	1.70
05-May-2025	To correspondences and attendances re: Tarion reporting;	RDT	0.20
05-May-2025	To correspondences and attendances re: condo registration;	RDT	0.70



05-May-2025	Revising response letter to Sabio; correspondences.	MAJ	1.90
06-May-2025	To review declaration; to correspondences and attendances re: condo registration; to review title to all lands; to revise final declaration for submission to LRO;	RDT	4.80
07-May-2025	To correspondences and attendances re: condo registration; to correspondences and attendances re: lender consents;	RDT	1.20
08-May-2025	To correspondences and attendances re: condo pre-approval plan;	RDT	2.20
08-May-2025	Attending to lender consents for condominium registration.	MAJ	0.50
09-May-2025	To correspondences and attendances re: condo registration; to review declaration; to instruct re: same;	RDT	0.60
09-May-2025	Drafting Schedule D excel worksheet for submission to LRO; amending declaration; correspondences with LRO.	MAJ	1.60
12-May-2025	To review management agreement; to correspondences re: same;	RDT	0.40
12-May-2025	To correspondences and attendances re: condo registration;	RDT	0.50
13-May-2025	To correspondences and attendances re: management agreement; to review same;	RDT	0.30
13-May-2025	To correspondences and attendances re: condo registration and lender consents;	RDT	0.90
13-May-2025	To attendances to Schedule B	ASD	2.50
14-May-2025	To correspondences and attendances re: condo registration and mortgagee consents;	RDT	0.80
15-May-2025	To correspondences and attendances re: condo registration;	RDT	0.50
15-May-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.30
15-May-2025	To correspondences and attendances re: terminated agreements;	RDT	0.30
15-May-2025	Correspondences re: disclaimed POTL APS; call with Ryan.	MAJ	0.80
16-May-2025	To correspondences and attendances re: occupancy closings;	RDT	0.40
16-May-2025	To correspondences and conference call re: mortgagee consents to condo registration;	RDT	0.30
20-May-2025	To correspondences and attendances re: disclosure and purchase agreement documents;	RDT	0.30
20-May-2025	To correspondences and attendances re: condo registration;	RDT	0.40



20-May-2025	To attendances to multiple correspondence w/ R. Shah re Schedule "B"	ASD	0.30
22-May-2025	To correspondences and attendances re: master purchase agreement and disclosure;	RDT	0.20
26-May-2025	To correspondences and attendances re: Tarion notice of conditions;	RDT	0.20
27-May-2025	To correspondences and attendances re: condo registration and lender acknowledgements;	RDT	0.30
27-May-2025	To correspondences and attendances re: amending agreements;	RDT	0.40
28-May-2025	To correspondences and attendances re: condo registration;	RDT	0.40
30-May-2025	To correspondences and attendances re: condo registration;	RDT	0.30
02-Jun-2025	To correspondences re: condo registration;	RDT	0.30
03-Jun-2025	To correspondences and attendances re: condo registration;	RDT	0.50
09-Jun-2025	To correspondences and attendances re: purchase agreement template revisions;	RDT	0.40
OUR FEE (Reduced from docketed time of \$45,163.00)			\$38,388.55

<u>Time Summary</u>	<u>Hours</u>
Ashley Demiri	3.80
J. Mark Joblin	0.30
Michael Juranka	8.10
Reg D. Theriault	49.40
Total hours:	<u>61.60</u>

DISBURSEMENTS (E=HST exempt)

	Amount
Abstract Search	252.00
Total Disbursements	<u>\$252.00</u>



Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Attention: Fanseay Wang

Statement No: 173537

Statement Date: 6/19/2025

Amount Due: \$43,663.82

24535-0002: Common Elements Condo - General Matters

PAYMENT OPTIONS

1. BMO or Credit Union Client? Pay us by Telephone, On-Line & ABM payment systems. Use your matter number listed above (no dash) as your customer account #

2. PAYMENT BY E-TRANSFER (CAD only) - Please reference the Invoice Number or Matter Number in the message box.
Email e-transfer funds to etransfer@loonix.com

3. PAYMENT BY WIRE

Beneficiary's Bank:	Bank of Montreal 31 Rexdale Blvd Etobicoke, Ontario M9W 1P1	Beneficiary Name:	LOOPSTRA NIXON LLP
SWIFT CODE:	BOFMCAM2	Beneficiary Address:	135 Queens Plate Drive, Suite 600 Toronto, Ontario Canada M9W 6V7
Beneficiary Account #:	24161017758	BNF field / SWIFT field 59:	24161017758 CDN (11 digit transit and account #)

4. PAYMENT BY EFT (Electronic Funds Transfer) - Please send remittance copy to mmartins@ln.law

Bank Name: Bank of Montreal	Account Number: 1017758
Bank Code: 0001	Account Name: <u>LOOPSTRA NIXON LLP</u>
Transit Number : 24162	

5. PAYMENT BY CHEQUE PAYABLE TO: LOOPSTRA NIXON LLP

6. PAYMENT BY CREDIT CARD (Please put the Invoice Number in the reference field when paying by credit card)

To pay by VISA, M/C or AMEX in CAD <https://secure.lawpay.com/pages/loopstra-nixon-llp/operating-can>

To pay by VISA, M/C or AMEX in USD <https://secure.lawpay.com/pages/loopstra-nixon-llp/usd-op>

7. PAYMENT BY QR Code (Please put the statement number in the reference field when paying by credit card)

To pay in CAD:



To pay in USD:





May 11, 2026

Reg. D Theriault
Direct Line: 416.748.4751
Email: rtheriault@ln.law

*R. Theriault Professional Corporation

CONFIDENTIAL

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0003

Attention: Fanseay Wang

Interim bill in relation to:
General Matters

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including April 30, 2026 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:

Reg. D Theriault
Encl.



May 11, 2026

Invoice No. 197558

Matter No. 24535-0003

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Attention: Fansey Wang

**Interim bill in relation to:
General Matters**

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to April 30, 2026.

OUR FEE	\$24,602.00
HST on Fees @ 13%	\$3,198.26

DISBURSEMENTS:

Total Disbursements	\$81.80
HST on Disbursements	\$10.63

Total Fees, Disbursements and HST	<u>\$27,892.69</u>
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The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:

Reg. D Theriault
RDT/tat

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT0001



PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 30-Apr-2026

May 11, 2026

Invoice No. 197558

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0003

Attention: Fansey Wang

Interim bill in relation to:
General Matters

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
03-Apr-2026	To attendances to discussions with MAJ re requested spreadsheet from client; to preparation of excel spreadsheet with all requested information and to forwarding same to MAJ to forward to client; to all miscellaneous correpondences	KCQ	0.00
08-Apr-2026	To attendances to multiple correspondence re Material Change - Disclosure & Units in Arbitration	ASD	0.00
08-Apr-2026	To attendances to correspondence re Fee Affidavit & Approval	ASD	0.00
10-Apr-2026	To attendances to review of SOA preparation with DAM; to providing all related documentation to prepare final SOA's for handoff; to reviewing one file for precedent; to all other correspondences and miscellaneous matters	KCQ	0.00
27-Apr-2026	To attendances to client's request re phone numbers for hst new housing rebate applications; to reviewing records, LDD infos, emails and closing pkgs received re Suites 104,113,120,210,212,213,215 & 307; to filing and to all miscellaneous matters	KCQ	0.00
28-Apr-2026	To attendances to internal discussions re O/S Files re SOA & AVO Messaged	ASD	0.00



29-Apr-2026	To attendances to opening new file at LDD for Suite 313; to receiving new matter nos. for deposits for 313 and 115; to administrative duties including photocopying and scanning of bank drafts received; to filing	KCQ	0.00
29-Apr-2026	To attendances to following up with S. Zuiliani re delivery of post-dated cheques to their office and arrears statement info re Unit 104; to correspondences with S. Zuliani via telephone re confirmations and to instructions to advise purchaser's lawyer re same; to notifying purchaser's lawyer for Suite 104 re discussion with S. Zuliani and to confirmation re no arrears on unit; to filing	KCQ	0.00
30-Apr-2026	To attendances to miscellaneous filing - emails & documents	ASD	0.00
01-Apr-2026	Correspondences re: rescission periods under the Condominium Act. Correspondences to purchasers' counsel re: deleting instruments off title.	MAJ	0.40
02-Apr-2026	Correspondences; attending to review of purchase agreements; call with Terry re: refunding occupancy fees.	MAJ	3.30
06-Apr-2026	Correspondences to client re: April occupancy fee refunds; reviewing minutes of settlement for units 116 and 114 re: Condo Act obligations.	MAJ	4.40
07-Apr-2026	Correspondences re: reviewing Unit 204 AVO; reviewing Unit 304 purchase agreement; correspondences to Terry re: occupancy fee refunds; reviewing broker referral agreements for units 107, 220, and 304; client call re: sales efforts and new HST rebate; research re: HST rebate.	MAJ	3.60
07-Apr-2026	To attendances to multiple correspondence w/ City of Richmond Hill re Consent	ASD	0.20
08-Apr-2026	Correspondences re: deleting restrictions off-title for closed units; correspondences re: refunding occupancy fee; reviewing 315 APS re: extras amendment.	MAJ	2.80
09-Apr-2026	Correspondences re: APS amendment for Unit 209; reviewing broker referral agreements.	MAJ	0.80
10-Apr-2026	Correspondences and research re: minor purchasing property; reviewing APS agreement; responding to purchaser inquiries.	MAJ	4.30
10-Apr-2026	To attendances to receipt of correspondence from S. Zuliani re Registered By-Laws; To attendances to correspondence to S. Zuliani - compile Registered By-Laws & forward same	ASD	0.20



13-Apr-2026	Correspondences to purchasers re: extension and amendment requests; reviewing AVOs for firm deals.	MAJ	1.80
14-Apr-2026	Reviewing amendment agreement; drafting amendment for unit 203; correspondences re: property taxes; call with sales team.	MAJ	2.80
15-Apr-2026	Reviewing APS agreements; retrieving documents re: 315 arbitration; reviewing executed APS agreement.	MAJ	0.70
16-Apr-2026	Correspondences re: assignment agreement; email re: 302 purchaser seeking extension; reviewing release agreement	MAJ	2.60
16-Apr-2026	To attendances to review Trust Balances; To attendances to DTA Report - January, February & March 2026; To attendances to review Trust Balances & Reconcile w/ Trust Balances Report;	ASD	2.00
17-Apr-2026	Reviewing executed purchase agreements; correspondences re: occupancy fee refunds.	MAJ	1.30
17-Apr-2026	To attendances to review Trust Balances; To attendances to DTA Report - January & February 2026; To attendances to review Trust Balances & Reconcile w/ Trust Balances Report;	ASD	4.30
20-Apr-2026	Correspondences; reviewing signed purchase agreements; emails to purchaser's counsel; compiling revised closing summary for Receiver and Cameron Stephens.	MAJ	4.20
21-Apr-2026	Drafting refund indemnity agreement; correspondences to purchasers' counsel re: AVO; updating legal descriptions spreadsheet.	MAJ	4.10
21-Apr-2026	To attendances to review Trust Balances; To attendances to DTA Report - March 2026; To attendances to review Trust Balances & Reconcile w/ Trust Balances Report (not balanced);	ASD	1.50
21-Apr-2026	To attendances to multiple correspondence re New APS & Approvals	ASD	0.50
22-Apr-2026	Reviewing executed purchase agreements; correspondences.	MAJ	5.10
22-Apr-2026	To attendances to multiple correspondence re New APS & Approvals; To attendances to multiple correspondence re CCP	ASD	0.50
23-Apr-2026	Correspondences; Reviewing executed purchase agreements; drafting amendment to purchase agreement re: Unit 103; reviewing deposits issue.	MAJ	5.20
23-Apr-2026	To attendances to draft Consent re Delete Restrictions re Multiple Units; To attendances to correspondence to A. Chamberland - compile & forward same;	ASD	0.30



24-Apr-2026	Correspondences to purchasers' lawyer re: amendment; reviewing MPAC assessment materials; correspondences re: extension request; updating and circulating closings list.	MAJ	2.50
24-Apr-2026	To attendances to multiple correspondence re New APS & Approvals; To attendances to multiple correspondence re SOA Approvals	ASD	0.80
24-Apr-2026	To attendances to amending status certificate in LDD	DAM	0.40
28-Apr-2026	Correspondences to purchasers' counsel; sales call; correspondences re: closing delays.	MAJ	3.80
28-Apr-2026	To attendances to receipt of correspondence from A. Chamberland re Delete Restrictions; To attendances to amend Consent Request - include Municipal Address; To attendances to compile Application for Vesting Order, Restrictions, PIN List - forward same to Richmond Hill; To attendances to multiple correspondence re New APS & Approvals; To attendances to receipt of correspondence from A. Chamberland re "Party From"; To attendances to correspondence to A. Chamberland - reply & confirm re same	ASD	1.00
OUR FEE			\$24,602.00

Time Summary

Hours

Ashley Demiri	11.30
Dahlia McLeod	0.40
Kristine Caronongan-Quianzon	0.00
Michael Juranka	53.70
Total hours:	65.40

DISBURSEMENTS (E=HST exempt)

	Amount
Abstract Search	48.40
Execution Searches	33.40
Total Disbursements	\$81.80



Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Attention: Fanseay Wang

Statement No: 197558

Statement Date: 5/11/2026

Amount Due: \$27,892.69

24535-0003: Standard Condo General Matters

PAYMENT OPTIONS

1. **BMO or Credit Union Client?** Pay us by Telephone, On-Line & ABM payment systems. Use your matter number listed above (no dash) as your customer account #

2. **PAYMENT BY E-TRANSFER (CAD only)** - Please reference the Invoice Number or Matter Number in the message box. Email e-transfer funds to etransfer@loonix.com

3. **PAYMENT BY WIRE**

Beneficiary's Bank:	Bank of Montreal 31 Rexdale Blvd Etobicoke, Ontario M9W 1P1	Beneficiary Name:	LOOPSTRA NIXON LLP
SWIFT CODE:	BOFMCAM2	Beneficiary Address:	135 Queens Plate Drive, Suite 600 Toronto, Ontario Canada M9W 6V7
Beneficiary Account #:	24161017758	BNF field / SWIFT field 59:	24161017758 CDN (11 digit transit and account #)

4. **PAYMENT BY EFT (Electronic Funds Transfer)** - Please send remittance copy to mmartins@ln.law

Bank Name: Bank of Montreal	Account Number: 1017758
Bank Code: 0001	Account Name: <u>LOOPSTRA NIXON LLP</u>
Transit Number : 24162	

5. **PAYMENT BY CHEQUE PAYABLE TO:** LOOPSTRA NIXON LLP

6. **PAYMENT BY CREDIT CARD** (Please put the Invoice Number in the reference field when paying by credit card)

To pay by VISA, M/C or AMEX in CAD <https://secure.lawpay.com/pages/loopstra-nixon-llp/operating-can>

To pay by VISA, M/C or AMEX in USD <https://secure.lawpay.com/pages/loopstra-nixon-llp/usd-op>

7. **PAYMENT BY QR Code** (Please put the statement number in the reference field when paying by credit card)

To pay in CAD:



To pay in USD:





April 16, 2026

Reg. D Theriault
Direct Line: 416.748.4751
Email: rtheriault@ln.law

*R. Theriault Professional Corporation

CONFIDENTIAL

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0003

Attention: Fanseay Wang

Interim bill in relation to:
General Matters

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including April 13, 2026 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:

Reg. D Theriault
Encl.



April 16, 2026

Invoice No. 196380

Matter No. 24535-0003

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Attention: Fansey Wang

**Interim bill in relation to:
General Matters**

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to April 13, 2026.

OUR FEE	\$31,548.00
HST on Fees @ 13%	\$4,101.24

DISBURSEMENTS:

Total Disbursements	\$1,267.04
HST on Disbursements	\$90.30

Total Fees, Disbursements and HST	<u>\$37,006.58</u>
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The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:

Reg. D Theriault
RDT/sus

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT0001



PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 13-Apr-2026

April 16, 2026

Invoice No. 196380

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0003

Attention: Fansey Wang

Interim bill in relation to:
General Matters

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
10-Feb-2026	To internal discussions re finalizing Final SOA and closing documents with DAM and ASD	KCQ	0.00
18-Feb-2026	To attendances to balancing Float Transaction re Consent Payment	ASD	0.00
27-Feb-2026	To attendances and correspondences with S. Zuliani re copies of registered by-laws, declaration and notices re YRCECC 1604	KCQ	0.00
04-Mar-2026	To attendances to internal discussions re Re-Entry Easement	ASD	0.00
16-Mar-2026	To attendances to creating deposit spreadsheet to client	DAM	0.00
17-Mar-2026	To attendances to multiple correspondence re Net Proceeds & Wire re same	ASD	0.00
24-Mar-2026	To attendances to creating daily deposit spreadsheet; to attendances to internal correspondences re bank run; to attendances to correspondences with client;	DAM	0.00
02-Feb-2026	Email to Ashley Demiri re: AVOs and targeted closing dates; Email to Taylor Fiore re: Trust Ledger statement.	MAJ	0.60
02-Feb-2026	To attendances to prepare Teraview Instruments re By-Law No. 8; To attendances to prepare Teraview Notice re SFA; To attendances to receipt of correspondence from S. Zuliani re Municipal Addresses; To attendances to compile - forward same	ASD	1.30



02-Feb-2026	To attendances to internal discussions re AVO & Consent re Restrictions; To attendances to review Teraview re AVO & Statements; To attendances to internal discussions re Closing Dates & Extension to same; To attendances to internal discussions re Appointment of Officers & Directors	ASD	0.50
02-Feb-2026	To attendances to receipt of correspondence re Delete Restrictions; To attendances to internal discussions re Consent to Delete Restrictions; To attendances to telephone call to A. Chamberland - request Payment Options etc.,	ASD	0.40
02-Feb-2026	To attendances to preparation of project set-up and final SOA; to re attendances to LDD set-up and to addition of codes and adjustment clauses; to review of Agreement	KCQ	1.00
03-Feb-2026	Correspondences to Ashley Demiri re: Shared Facilities Agreement; redrafting Standard Condo assumption agreement.	MAJ	1.70
03-Feb-2026	To attendances to internal discussions w/ RDT re Shared Facilities Agreement & Legal Description; To attendances to receipt of instructions from RDT re Amending Unit By-Law re Shared Facilities Agreements; To attendances to internal discussions w/ MAJ re Amending Unit By-Law & Assignment & Assumption Agreement - refelct updated legal description	ASD	0.40
03-Feb-2026	To attendances to multiple internal correspondence re SOA & Closing dates; To attendances to multiple correspondence re Closing Dates & Amending Closing Dates; To attendances to receipt fo correspondence from City of Richmond Hill - Online Payment & Payment Amount;	ASD	0.40
03-Feb-2026	To attendances to preparation of project set-up and final SOA; to re attendances to LDD set-up and to addition of codes and adjustment clauses; to review of Agreement	KCQ	1.50
04-Feb-2026	Emails to Michal re: amendment data room; email to Tom McElroy re: declarant board; reviewing declarant board documents.	MAJ	0.50
04-Feb-2026	To attendances to internal discussions re SFA & Assignment, Assumption & Amending Agreement	ASD	0.20
04-Feb-2026	To attendances to preparation of project set-up and final SOA; to re attendances to LDD set-up and to addition of codes and adjustment clauses; to review of Agreement, Acknowledgement and Amending Agreement and Vendor's Spreadsheet	KCQ	2.00



05-Feb-2026	Revising shared facilities agreement and by-laws; correspondences to Ashley Demiri.	MAJ	1.50
05-Feb-2026	To attendances to submit Payment re Consent to Delete S. 118 Restrictions; To attendances to review & file in ND	ASD	0.20
06-Feb-2026	To attendances to internal discussions w/ DAM re Document Preparation & LDD	ASD	0.20
09-Feb-2026	Reviewing amendments on file re: statement of adjustments.	MAJ	1.60
09-Feb-2026	To attendances to receipt of Amended By-Law No. 7 re Assignment, Assumption & Amending Agreement; To attendances to amend Certificate re By-Law No. 7; To attendances to amend Resolution re By-Law No. 7; To attendances to draft Acknowledgement & Direction re Teraview Registrations (By-Laws No. 1 to 8 & Notice re SFA)	ASD	0.50
09-Feb-2026	To attendances to compile By-Laws 1 to 8 for Execution - Print Physical Copies	ASD	1.30
09-Feb-2026	To attendances to compile & ND File - In-Preparation - Teraview Instruments re By-Law No. 1; By-Law No. 2; By-Law No. 3; By-Law No. 4; By-Law No. 5; By-Law No. 6 & By-Law No. 7	ASD	0.50
09-Feb-2026	To attendances to finalizing Final SOA; to updating and reviewing finalized SOA at LDD; to reviewing vendor's spreadsheet and to all internal discussions; to filing	KCQ	1.20
10-Feb-2026	Correspondences re: closings; client call.	MAJ	0.50
10-Feb-2026	To attendances to prepare Teraview Instruments re By-Law No. 8; To attendances to compile & ND File - In-Preparation - Teraview Instruments re By-Law No. 8; To attendances to compile Resolutions & By-Laws - for execution; To attendances to compile In-Preparation Teraview Instruments - for execution; To attendances to organize & tab documents; To attendances to telephone call w/ T. McElroy re Execution of By-Laws & Resolutions	ASD	3.40
11-Feb-2026	To correspondences and attendances re: condo organization and rules and by-laws;	RDT	0.20
11-Feb-2026	Correspondences re: 213 and 212 AVOs, reviewing AVOs, emails re: Unit 110 delayed occupancy date.	MAJ	1.30



11-Feb-2026	To attendances to amend By-Law No. 7 - Error in Signature Block; To attendances to re-print - By-Law No. 7; To attendances to slip-sheet Signature Page; To attendances to compile Resolution & By-Law - for execution; To attendances to organize & tab; To attendances to arrange Delivery via Courier re By-Laws & Resolutions; To attendances to correspondence to T. McElroy et al - explain signing process	ASD	2.00
11-Feb-2026	To attendances to Teams Meeting re Final Closings	ASD	0.50
12-Feb-2026	To correspondences and attendances re: adjustments and project setup;	RDT	0.20
12-Feb-2026	To correspondences and attendances re: condo rules and by-laws;	RDT	0.20
12-Feb-2026	Reviewing AVO documents.	MAJ	1.70
12-Feb-2026	To attendances to multiple correspondence re Closing Dates & Amending Closing Dates; To attendances to multiple correspondence re SOA & Finalization of Adjustments;	ASD	0.30
12-Feb-2026	To attendances to drafting vendors closing documents; to attendances to creating closing documents in LDD; to attendances to internal correspondence re same; to attendances to reviewing aps;	DAM	1.50
13-Feb-2026	To register by-laws; to correspondences and attendances re: same;	RDT	0.40
18-Feb-2026	Reviewing AVOs for submission to court; reviewing vendor closing documents; correspondences with purchasers' counsel re: closings.	MAJ	2.30
18-Feb-2026	To attendances to internal discussions re Closing Documents	ASD	0.20
18-Feb-2026	To attendances to internal discussions re AVO's	ASD	0.30
18-Feb-2026	To attendances to finalizing final SOA; to forwarding revised final SOA to client for approval; to reviewing correspondences re revised final closing dates and to adding same to the condo units; and to all miscellaneous matters	KCQ	0.50
19-Feb-2026	Reviewing purchase agreement for unit 207; drafting closing documents.	MAJ	1.60
19-Feb-2026	To attendances to receipt of correspondence from City of Richmond Hill - request re Consent to Delete S.118; To attendances to review LDD - compile Purchaser's Names & Associated PINs; To attendances to correspondence to City of Richmond Hill - provide Purchaser's Names & Associated PINs	ASD	0.70



19-Feb-2026	To attendances to receipt of Approval re Vendor's Closing Documents; To attendances to compile Vendor's Closing Documents - forward to T. McElroy for Execution; To attendances to DocuSign re Final Closing Documents	ASD	0.40
20-Feb-2026	Emails re: purchaser extension requests.	MAJ	1.60
23-Feb-2026	Reviewing lawyer representation requirements re: unit 204 purchaser; correspondences re: extension requests.	MAJ	2.20
23-Feb-2026	To attendances and correspondences re final SOA's for client's approval; to forwarding final SOA's; to filing	KCQ	1.00
24-Feb-2026	To attendances to correspondence to R. Shah re O/S Receiver's Certificate - Executed	ASD	0.20
24-Feb-2026	To attendances to multiple revisions of final SOA per client's instructions for March 3rd closings; to reviewing email re client's corrections; to updating LDD records multiple times; to forwarding revised SOA's multiple times	KCQ	1.50
24-Feb-2026	To attendances and correspondences with MAJ re revision to final closing documents; to updating LDD records and to updating same; to attendances to reviewing extension terms and letter with MAJ and to providing revisions to same	KCQ	0.50
25-Feb-2026	Correspondences re: purchaser extensions.	MAJ	1.00
25-Feb-2026	To attendances to correspondence from R. Shah - receipt of Receiver's Certificate re Standard Units; To attendances to correspondence to R. Shah - reply re same;	ASD	0.20
25-Feb-2026	To attendances to correspondence re PAD Form, Certificate of Insurance & Budget Notes	ASD	0.20
25-Feb-2026	To attendances and correspondences to posting bulk final closing documents, status certificate and SOA for 13 units	KCQ	1.00
27-Feb-2026	Correspondences to purchaser's solicitors re: extension requests.	MAJ	1.50
27-Feb-2026	To attendances to review PIN Page - confirm Instruments to be Deleted	ASD	0.50
02-Mar-2026	Correspondences to purchaser's lawyers re: extending closing dates.	MAJ	2.70
02-Mar-2026	To attendances to preparation of closing list spreadsheet; to attendances to posting registered documents at LDD; to filing and to multiple correspondences with purchaser's lawyers re closing requirements	KCQ	0.60



03-Mar-2026	Correspondences with purchasers' counsel re: extension requests and closing matters; call with client.	MAJ	2.20
03-Mar-2026	To attendances and correspondences re multiple suites for closing pkg inquiries and requests for registered documents; to attendances to reviewing closing documents received for multiple units; to attendances to sending wire transfer confirmations received from purchaser's lawyer to accounting for confirmation and receipt for Suite 215; to filing and to all miscellaneous matters	KCQ	0.70
05-Mar-2026	Reviewing assignment agreement; correspondences; attending to closing matters.	MAJ	1.90
06-Mar-2026	Attending to closing matters.	MAJ	1.50
06-Mar-2026	To attendances to internal discussions re Outstanding Permits	ASD	0.30
10-Mar-2026	Emails to purchasers' lawyers.	MAJ	0.90
11-Mar-2026	To attendances to creating daily deposit spreadsheet;	DAM	0.10
12-Mar-2026	Attending to correspondences with Receiver and purchaser's lawyer; closing procedures; reviewing APS for unit 218.	MAJ	3.20
13-Mar-2026	Attending to correspondences re: closing list; closing matters; compiling closing list spreadsheet.	MAJ	3.60
16-Mar-2026	Emails to purchaser's counsel re: extension requests and closing matters.	MAJ	1.80
16-Mar-2026	To attendances to multiple correspondence re Closing Funds & Closing Day Reporting Requests/Requirements	ASD	0.30
17-Mar-2026	Correspondences to purchasers' lawyers re: extending closing date and closing documents; Amending summary spreadsheet re: amounts sent to Receiver; correspondences re: same. Reviewing affidavit for Suite 110;	MAJ	1.20
17-Mar-2026	To attendances to multiple correspondence re Closing Spreadsheet for T. Fiore	ASD	0.20
18-Mar-2026	Correspondences re: parking allocations; call to Michal Wywrot; updating master list document; reviewing purchaser's request to cap adjustments; call with Johnathon Cruickshank re: signing affidavit.	MAJ	2.40
19-Mar-2026	Reviewing Unit 107 purchase agreement; correspondences; attending to closing matters; reviewing 307 APS re: title encumbrances.	MAJ	1.80
19-Mar-2026	To attendances to telephone call w/ Teraview re Restrictions	ASD	0.40



20-Mar-2026	Attending to revising and sending closings list; correspondences re: deposits.	MAJ	0.70
20-Mar-2026	To attendances to creating daily fdeposit spreadsheet; to attendances to updating closing spreadsheet; to attendances to correspondneces re same; to attendances to creating reporting letters in LDD;	DAM	0.20
23-Mar-2026	Correspondences re: closing matters; reviewing executed APS agreements; updating closings list; reviewing HST filings.	MAJ	1.90
23-Mar-2026	To attendances to receiving email from MAJ re new APS for Suite 218; to reviewing LDD records and to revising LDD records to add new unit file; to filing	KCQ	0.40
24-Mar-2026	Reviewing executed APS agreements; correspondences to Receiver regarding Tarion CCP; correspondences to Ryan Shah re: [REDACTED] and unit 218 AVO.	MAJ	2.20
25-Mar-2026	Call with Ryan Shah re: [REDACTED] reviewing press release re: HST rebate, correspondences to Scott Ma re: same.	MAJ	1.10
26-Mar-2026	Correspondences to purchasers' counsel and sales team.	MAJ	1.60
27-Mar-2026	Correspondences responding to purchaser inquiries; reviewing APS amendment; circulating closings list.	MAJ	1.10
31-Mar-2026	Correspondences to purchaser inquiries re: adjustments and instrument on title; sales call with client.	MAJ	0.70
OUR FEE			\$31,548.00

<u>Time Summary</u>	<u>Hours</u>
Ashley Demiri	16.00
Dahlia McLeod	1.80
Kristine Caronongan-Quianzon	11.90
Michael Juranka	52.10
Reg. D Theriault	1.00
Total hours:	82.80

<u>DISBURSEMENTS</u> (E=HST exempt)	Amount
Abstract Search	122.40
Bank Courier Charge	30.00
Bank Courier Charge	30.00
Consent Fee	204.00
Execution Searches	200.40



Registration (E)	572.40
Teraview Fee	47.60
Teraview Fee	47.60
Travel	12.64
Total Disbursements	\$1,267.04



Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Statement No: 196380

Statement Date: 4/16/2026

Attention: Fanseay Wang

Amount Due: \$37,006.58

24535-0003: Standard Condo General Matters

PAYMENT OPTIONS

1. **BMO or Credit Union Client?** Pay us by Telephone, On-Line & ABM payment systems. Use your matter number listed above (no dash) as your customer account #

2. **PAYMENT BY E-TRANSFER (CAD only)** - Please reference the Invoice Number or Matter Number in the message box. Email e-transfer funds to etransfer@loonix.com

3. **PAYMENT BY WIRE**

Beneficiary's Bank:	Bank of Montreal 31 Rexdale Blvd Etobicoke, Ontario M9W 1P1	Beneficiary Name:	LOOPSTRA NIXON LLP
SWIFT CODE:	BOFMCAM2	Beneficiary Address:	135 Queens Plate Drive, Suite 600 Toronto, Ontario Canada M9W 6V7
Beneficiary Account #:	24161017758	BNF field / SWIFT field 59:	24161017758 CDN (11 digit transit and account #)

4. **PAYMENT BY EFT (Electronic Funds Transfer)** - Please send remittance copy to mmartins@ln.law

Bank Name: Bank of Montreal	Account Number: 1017758
Bank Code: 0001	Account Name: <u>LOOPSTRA NIXON LLP</u>
Transit Number : 24162	

5. **PAYMENT BY CHEQUE PAYABLE TO:** LOOPSTRA NIXON LLP

6. **PAYMENT BY CREDIT CARD** (Please put the Invoice Number in the reference field when paying by credit card)

To pay by VISA, M/C or AMEX in CAD <https://secure.lawpay.com/pages/loopstra-nixon-llp/operating-can>

To pay by VISA, M/C or AMEX in USD <https://secure.lawpay.com/pages/loopstra-nixon-llp/usd-op>

7. **PAYMENT BY QR Code** (Please put the statement number in the reference field when paying by credit card)

To pay in CAD:



To pay in USD:





February 20, 2026

Reg. D Theriault
Direct Line: 416.748.4751
Email: rtheriault@ln.law

*R. Theriault Professional Corporation

CONFIDENTIAL

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0003

Attention: Fanseay Wang

Interim bill in relation to:
General Matters

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including January 31, 2026 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:

Reg. D Theriault
Encl.



February 20, 2026

Invoice No. 192428

Matter No. 24535-0003

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Attention: Fansey Wang

**Interim bill in relation to:
General Matters**

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to January 31, 2026.

OUR FEE	\$21,739.00
HST on Fees @ 13%	\$2,826.07

DISBURSEMENTS:

Total Disbursements	\$251.00
HST on Disbursements	\$32.63

Total Fees, Disbursements and HST	<u>\$24,848.70</u>
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The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:

Reg. D Theriault
RDT/tat

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT0001



PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 31-Jan-2026

February 20, 2026

Invoice No. 192428

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0003

Attention: Fanseay Wang

Interim bill in relation to:
General Matters

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
19-Dec-2025	Correspondences re: AVOs and final closings.	MAJ	0.60
05-Jan-2026	Correspondences re: adjustments and closing dates.	MAJ	0.40
05-Jan-2026	To attendances to internal discussion w/ RDT re By-Laws etc.; To attendances to correspondences to Corporate Supplies - Order re Minute Book & Seal; To attendances to internal discussions w/ MAJ re Closing Dates & By-Laws etc., To attendances to receipt of correspondence from R. Shah - re Stay of Motions	ASD	0.60



05-Jan-2026	To attendances to reviewing Trust Balances for July re DTA Report; To attendances to drafting DTA Report for July; To attendances to drafting statutory declaration; To attendances to balance DTA Report to Bank Statement; To attendances to reviewing Trust Balances for August re DTA Report; To attendances to drafting DTA Report for August; To attendances to drafting statutory declaration; To attendances to balance DTA Report to Bank Statement; To attendances to reviewing Trust Balances for September re DTA Report; To attendances to drafting DTA Report for September; To attendances to drafting statutory declaration; To attendances to balance DTA Report to Bank Statement; To attendances to reviewing Trust Balances for October re DTA Report; To attendances to drafting DTA Report for October; To attendances to drafting statutory declaration; To attendances to balance DTA Report to Bank Statement; To attendances to reviewing Trust Balances for November re DTA Report; To attendances to drafting DTA Report for November; To attendances to drafting statutory declaration; To attendances to balance DTA Report to Bank Statement; To attendances to reviewing Trust Balances for December re DTA Report; To attendances to drafting DTA Report for December; To attendances to drafting statutory declaration; To attendances to balance DTA Report to Bank Statement - discrepancy;	ASD	5.10
06-Jan-2026	Correspondences; drafting condo documents; meeting re: stay motion; meeting re: adjustments.	MAJ	5.10
06-Jan-2026	To attendances to review Trust Balances re December - locate discrepancy & balance DTA Report; To attendances to correspondence to J. McLellan - compile & forward DTA Report & JPLP Release	ASD	2.50
06-Jan-2026	To attendances to Teams Meeting re SOA Adjustments	ASD	1.00
07-Jan-2026	Drafting condo documents; calls with LCH re: parking allocations.	MAJ	0.70
07-Jan-2026	To attendances to reviewing received parking unit allocations; to reviewing received document; to preparation of mass import to LDD re pins for dwelling and parking units; to all miscellaneous matters	KCQ	1.00
08-Jan-2026	Correspondences re: unit 113 amendment, parking lot PINs.	MAJ	2.30



08-Jan-2026	To attendances to internal discussions w/ MAJ re Title Transfer Dates - amended to Occupancy re Appeal by F. Wang; To attendances to further internal discussions re waiving Occupancy Fees	ASD	0.20
08-Jan-2026	To attendances and correspondences to sorting units that completed occupancy closing, terminated and released for final closing preparation; to reviewing AGI list; to noting same at LDD; to reviewing legal descriptions for interim closed units for final closing preparation; to reviewing legal descriptions for new agreements in preparation to the upcoming interim closing; to filing and to all miscellaneous matters	KCQ	1.50
09-Jan-2026	Reviewing purchase agreements re: closing dates; drafting condominium bylaws; correspondences with purchasers' counsel.	MAJ	5.50
09-Jan-2026	To attendances to internal discussions re Closing Dates & SOA's; To attendances to receipt of correspondence re Minute Book & Corporate Seal	ASD	0.40
09-Jan-2026	To attendances to receipt of correspondence from P. Martins - request re Excel Spreadsheets; To attendances to correspondence to P. Martins - compile & forward DTA Report (December) & JPLP Releases; To attendances to correspondence to S. Ma re O/S Deposits	ASD	0.40
12-Jan-2026	Correspondences re: unit 301 amendments; drafting condominium resolutions to be registered.	MAJ	4.20
12-Jan-2026	To attendances to internal discussions re Bylaws etc.; To attendances to correspondence re Standard Unit Description	ASD	0.40
13-Jan-2026	Correspondences re: AVO details; drafting condo bylaws for registration; call with LCH.	MAJ	6.10
13-Jan-2026	To attendances to receipt of correspondence re Declarant Board of Directors; To attendances to multiple correspondence re Condo Registration & Post-Registration Requirements; To attendances to internal discussions re Declarant Board; To attendances to instruct KCQ re same	ASD	0.40
14-Jan-2026	Correspondences re: unit 202 purchasers; reviewing statement of claim re: unit 301; drafting shared facilities agreement; re	MAJ	3.10
14-Jan-2026	To attendances to receipt of Occupancy Permits from LCH; To attendances to Occupancy Permits - post to LDD; To attendances to file in ND	ASD	0.50
15-Jan-2026	Attending to occupancy closing matters; coordinating key release for 215 purchasers.	MAJ	0.50



19-Jan-2026	Correspondences re: Jan 20th occupancy closing.	MAJ	0.20
19-Jan-2026	To attendances to preparation of Resolution re Appointment of Directors & Resolution of Appointment of Officers	ASD	0.40
20-Jan-2026	To attendances to internal discussions re Resolution re Appointment of Directors & Resolution of Appointment of Officers	ASD	0.20
23-Jan-2026	Correspondences from Taylor Fiore re: trust statement; correspondences to Luke re: registered declarations.	MAJ	0.50
23-Jan-2026	To attendances to drafting - Resolution & Certificate re By-Law No. 1; Resolution & Certificate re By-Law No. 2; Resolution & Certificate re By-Law No. 4; Resolution re Management Agreement; Land Titles Act re Shared Facilities Agreement	ASD	2.80
27-Jan-2026	Correspondences with Ashley Demiri and Taylor Fiore re: request for trust statement; correspondences with Ryan Shah re: review of AVOs for January 28 hearing; reviewing AVOs in advance of hearing.	MAJ	1.30
28-Jan-2026	Revisions to condominium by-law; correspondences to Ashley Demiri re: court orders and by-laws.	MAJ	0.60
28-Jan-2026	To attendances to internal discussions re By-Laws & Resolutions; To attendances to drafting - Resolution & Certificate re By-Law No. 5; Resolution & Certificate re By-Law No. 3; Resolution & Certificate re By-Law No. 7; To attendances to finalize Land Titles Act re SFA; To attendances to internal discussions re Court Order re Transfers (Transfer By Trustee); To attendances to internal discussions re S.118 Consent - Request to Delete;	ASD	3.50
28-Jan-2026	To attendances and correspondences re consent pursuant to s.118 restrictions on title; to sending email to City of Richmond Hill clerk for requirements; to gathering required documentation for attachment to City clerk; to filing	KCQ	0.30
29-Jan-2026	Correspondences to Ryan Shah re: AVOs for occupied units.	MAJ	0.30



29-Jan-2026	To attendances to drafting - Resolution & Certificate re By-Law No. 6; To attendances to drafting - Resolution & Certificate re By-Law No. 8; To attendances to prepare Teraview Instruments re By-Law No. 1; To attendances to prepare Teraview Instrument re By-Law No. 2; To attendances to prepare Teraview Instrument re By-Law No. 3	ASD	2.50
30-Jan-2026	To attendances to prepare Teraview Instruments re By-Law No. 4, To attendances to prepare Teraview Instruments re By-Law No. 5, To attendances to prepare Teraview Instruments re By-Law No. 6; To attendances to prepare Teraview Instruments re By-Law No. 7; To attendances to multiple correspondence re Final Closing Dates - AVO & Appeals	ASD	2.30
OUR FEE			\$21,739.00

Time Summary

Hours

Ashley Demiri	23.20
Kristine Caronongan-Quianzon	2.80
Michael Juranka	31.40
Total hours:	57.40

DISBURSEMENTS (E=HST exempt)

Abstract Search	Amount 251.00
Total Disbursements	\$251.00



Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Statement No: 192428

Statement Date: 2/20/2026

Attention: Fanseay Wang

Amount Due: \$24,848.70

24535-0003: Standard Condo General Matters

PAYMENT OPTIONS

1. **BMO or Credit Union Client?** Pay us by Telephone, On-Line & ABM payment systems. Use your matter number listed above (no dash) as your customer account #

2. **PAYMENT BY E-TRANSFER (CAD only)** - Please reference the Invoice Number or Matter Number in the message box. Email e-transfer funds to etransfer@loonix.com

3. **PAYMENT BY WIRE**

Beneficiary's Bank:	Bank of Montreal 31 Rexdale Blvd Etobicoke, Ontario M9W 1P1	Beneficiary Name:	LOOPSTRA NIXON LLP
SWIFT CODE:	BOFMCAM2	Beneficiary Address:	135 Queens Plate Drive, Suite 600 Toronto, Ontario Canada M9W 6V7
Beneficiary Account #:	24161017758	BNF field / SWIFT field 59:	24161017758 CDN (11 digit transit and account #)

4. **PAYMENT BY EFT (Electronic Funds Transfer)** - Please send remittance copy to mmartins@ln.law

Bank Name: Bank of Montreal	Account Number: 1017758
Bank Code: 0001	Account Name: <u>LOOPSTRA NIXON LLP</u>
Transit Number : 24162	

5. **PAYMENT BY CHEQUE PAYABLE TO:** LOOPSTRA NIXON LLP

6. **PAYMENT BY CREDIT CARD** (Please put the Invoice Number in the reference field when paying by credit card)

To pay by VISA, M/C or AMEX in CAD <https://secure.lawpay.com/pages/loopstra-nixon-llp/operating-can>

To pay by VISA, M/C or AMEX in USD <https://secure.lawpay.com/pages/loopstra-nixon-llp/usd-op>

7. **PAYMENT BY QR Code** (Please put the statement number in the reference field when paying by credit card)

To pay in CAD:



To pay in USD:





December 31, 2025

Reg. D Theriault

Direct Line: 416.748.4751

Email: rtheriault@loonix.com

*R. Theriault Professional Corporation

CONFIDENTIAL

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0003

Attention: Fanseay Wang

Interim bill in relation to:
General Matters

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including December 31, 2025 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:

Reg. D Theriault
Encl.



December 31, 2025

Invoice No. 190569

Matter No. 24535-0003

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Attention: Fansey Wang

**Interim bill in relation to:
General Matters**

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to December 31, 2025.

OUR FEE	\$13,365.50
HST on Fees @ 13%	\$1,737.52

DISBURSEMENTS:

Total Disbursements	\$513.79
HST on Disbursements	\$66.79

Total Fees, Disbursements and HST	<u>\$15,683.60</u>
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The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:

Reg. D Theriault
RDT/sus

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT0001



PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 31-Dec-2025

December 31, 2025

Invoice No. 190569

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0003

Attention: Fansey Wang

Interim bill in relation to:
General Matters

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
01-Dec-2025	Correspondences with LRO re: registration; drafting Schedule G.	MAJ	1.40
02-Dec-2025	To correspondences and attendances re: condo registration;	RDT	0.30
02-Dec-2025	Correspondences re: minutes of settlement and LRO registration; sending default email to 301 purchaser; reviewing changes to amendment for unit 113.	MAJ	1.10
03-Dec-2025	To correspondences and attendances re: condo registration;	RDT	0.70
03-Dec-2025	Attending meeting re: unit descriptions to be compiled for court order.	MAJ	0.40
04-Dec-2025	To correspondences and attendances re: condo registration;	RDT	0.40
04-Dec-2025	Reviewing minutes of settlement; correspondences; submitting amended schedules to LRO.	MAJ	2.60
04-Dec-2025	To attendances to receipt of correspondence re ECDI Premium Payment; To attendances to confirm Trust Monies re Terminated Units; To attendances to prepare Form 9A re Deposit Release for ECDI Premium Invoice Payment; To attendances to execution & submission for processing	ASD	0.50
05-Dec-2025	Evaluating purchase agreement; revising purchase agreement schedules re: Closing Date provisions.	MAJ	1.40



08-Dec-2025	To correspondences and attendances re: title registrations; to internal meeting re: same; to correspondences re: condo registration;	RDT	0.30
08-Dec-2025	Correspondences re: LRO registration.	MAJ	0.40
08-Dec-2025	To attendances to multiple internal correspondence re Schedule "A" & Schedule "G"	ASD	0.30
09-Dec-2025	To attendances to receipt of correspondence from J. McLellan re Updated DTA Report; To attendances to correspondence to J. McLellan - reply re same	ASD	0.20
09-Dec-2025	To attendances to draft correspondence to LRO re Amended Schedule "A"; To attendances to scan & file same; To attendances to Delivery to LRO	ASD	0.30
10-Dec-2025	To correspondences and attendances re: condo registration;	RDT	0.30
10-Dec-2025	Correspondences; call with Ryan re: AVO deliverables; amending AVO schedule re: bylaws to be registered; drafting amending agreement re: Unit 113.	MAJ	4.20
10-Dec-2025	To attendances to preparation Form 9A - Return Funds to NBC re ECDI Premium Payment; To attendances to submit for execution & processing	ASD	0.20
11-Dec-2025	To correspondences and attendances re: condo registration;	RDT	0.30
11-Dec-2025	Correspondences re: LRO registration.	MAJ	0.30
12-Dec-2025	Reviewing AVO submission draft; correspondences.	MAJ	3.70
15-Dec-2025	Correspondences re: LRO registration and AVO.	MAJ	0.90
16-Dec-2025	To correspondences and attendances re: condo registration;	RDT	0.30
16-Dec-2025	Correspondences re: AVO purchaser information.	MAJ	0.70
16-Dec-2025	To attendances to receipt of correspondence from LRO re Registration Fees; To attendances to prepare Cheque Requisition re Additional Funds; To attendances to submit for execution & processing; To attendances to draft Letter to LRO re Additional Funds; To attendances to delivery re same	ASD	0.40
17-Dec-2025	To correspondences and attendances re: condo registration; to correspondences and attendances re: vesting order; to internal meeting re: same;	RDT	0.60
17-Dec-2025	Pulling registered unit parcels; reviewing AVO; reviewing instruments on title; correspondences.	MAJ	3.00



18-Dec-2025	To correspondences and attendances re: minutes of settlement;	RDT	0.20
18-Dec-2025	Correspondences re: parking unit allocations; call with Ryan Shah re: AVOs.	MAJ	2.90
18-Dec-2025	Drafting APS amendment re: closing date.	MAJ	1.50
29-Dec-2025	Reviewing amendments re: closing date; attending to correspondences; reviewing executed purchase agreement.	MAJ	1.30
30-Dec-2025	Reviewing broker referral agreement; correspondences; drafting changes to amending agreement; compiling APS documents to date for unit 113.	MAJ	2.80
OUR FEE			\$13,365.50

Time Summary

Hours

Ashley Demiri	1.90
Michael Juranka	28.60
Reg. D Theriault	3.40
Total hours:	33.90

DISBURSEMENTS (E=HST exempt)

	Amount
Abstract Search	494.00
Courier	19.79
Total Disbursements	\$513.79



Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Attention: Fanseay Wang

Statement No: 190569

Statement Date: 12/31/2025

Amount Due: \$15,683.60

24535-0003: Standard Condo General Matters

PAYMENT OPTIONS

1. **BMO or Credit Union Client?** Pay us by Telephone, On-Line & ABM payment systems. Use your matter number listed above (no dash) as your customer account #

2. **PAYMENT BY E-TRANSFER (CAD only)** - Please reference the Invoice Number or Matter Number in the message box. Email e-transfer funds to etransfer@loonix.com

3. **PAYMENT BY WIRE**

Beneficiary's Bank:	Bank of Montreal 31 Rexdale Blvd Etobicoke, Ontario M9W 1P1	Beneficiary Name:	LOOPSTRA NIXON LLP
SWIFT CODE:	BOFMCAM2	Beneficiary Address:	135 Queens Plate Drive, Suite 600 Toronto, Ontario Canada M9W 6V7
Beneficiary Account #:	24161017758	BNF field / SWIFT field 59:	24161017758 CDN (11 digit transit and account #)

4. **PAYMENT BY EFT (Electronic Funds Transfer)** - Please send remittance copy to mmartins@ln.law

Bank Name: Bank of Montreal	Account Number: 1017758
Bank Code: 0001	Account Name: <u>LOOPSTRA NIXON LLP</u>
Transit Number : 24162	

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To pay by VISA, M/C or AMEX in CAD <https://secure.lawpay.com/pages/loopstra-nixon-llp/operating-can>

To pay by VISA, M/C or AMEX in USD <https://secure.lawpay.com/pages/loopstra-nixon-llp/usd-op>

7. **PAYMENT BY QR Code** (Please put the statement number in the reference field when paying by credit card)

To pay in CAD:



To pay in USD:





December 22, 2025

Reg. D Theriault

Direct Line: 416.748.4751

Email: rtheriault@loonix.com

*R. Theriault Professional Corporation

CONFIDENTIAL

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0003

Attention: Fanseay Wang

Interim bill in relation to:
General Matters

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including December 4, 2025 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:

Reg. D Theriault
Encl.



December 22, 2025

Invoice No. 188039

Matter No. 24535-0003

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Attention: Fansey Wang

**Interim bill in relation to:
General Matters**

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to December 4, 2025.

OUR FEE	\$38,016.50
HST on Fees @ 13%	\$4,942.15

DISBURSEMENTS:

Total Disbursements	\$1,050.48
HST on Disbursements	\$77.50

Total Fees, Disbursements and HST	<u>\$44,086.63</u>
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The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:

Reg. D Theriault
RDT/tat

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT0001



PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 04-Dec-2025

December 22, 2025

Invoice No. 188039

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0003

Attention: Fansey Wang

Interim bill in relation to:
General Matters

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
26-Sep-2025	Attending to correspondences; attending to meeting re: sales team; revising amendment re: unit 305.	MAJ	3.40
01-Oct-2025	To correspondences and attendances re: occupancy closings;	RDT	0.50
01-Oct-2025	To correspondences and attendances re: purchaser defaults and amending agreements;	RDT	0.70
01-Oct-2025	To correspondences and attendances re: master purchase agreement and disclosure packages;	RDT	0.30
02-Oct-2025	To correspondences and attendances re: purchaser defaults and amending agreements; to correspondences re: minutes of settlement;	RDT	0.80
02-Oct-2025	To correspondences and attendances re: master purchase agreement;	RDT	0.20
02-Oct-2025	Attending to correspondences re: delayed occupancy notices; drafting bylaws and rules.	MAJ	2.30
03-Oct-2025	To correspondences and attendances re: disclosure statement and attachments;	RDT	0.30
06-Oct-2025	To correspondences and attendances re: project setup;	RDT	0.20
06-Oct-2025	Attending to correspondences; reviewing APS.	MAJ	1.70
07-Oct-2025	To correspondences and attendances re: purchase agreement reviews;	RDT	0.60
07-Oct-2025	To correspondences and attendances re: purchaser defaults and minutes of settlement;	RDT	0.40
07-Oct-2025	Attending to correspondences.	MAJ	2.20



08-Oct-2025	To correspondences and attendances re: purchaser defaults and minutes of settlement;	RDT	0.60
08-Oct-2025	To correspondences and attendances re: purchase agreement reviews;	RDT	0.40
09-Oct-2025	To correspondences and attendances re: purchaser amending agreement and minutes of settlement;	RDT	0.70
09-Oct-2025	Correspondences re: minutes of settlement; amending APS.	MAJ	0.80
10-Oct-2025	To correspondences and attendances re: purchaser defaults and releases;	RDT	0.20
10-Oct-2025	To correspondences and attendances re: condo registration;	RDT	0.20
14-Oct-2025	To correspondences and attendances re: purchaser amending agreement;	RDT	0.20
14-Oct-2025	To correspondences and attendances re: releases and minutes of settlement;	RDT	0.30
14-Oct-2025	To correspondences and attendances re: condo registration;	RDT	0.30
14-Oct-2025	To correspondences and attendances re: purchaser defaults and minutes of settlement;	RDT	0.30
14-Oct-2025	Correspondences re: trust fund refunds.	MAJ	0.20
14-Oct-2025	To attendances to internal discussions with RDT re Releases; To attendances to internal discussions with PCA re Wire Instructions from NBC	ASD	0.20
15-Oct-2025	To correspondences and attendances re: condo registration;	RDT	0.30
17-Oct-2025	Attending to reviewing signed APS for Unit 212; reviewing declaration for registration.	MAJ	2.30
20-Oct-2025	To correspondences and attendances re: condo registration; to review declaration;	RDT	0.80
20-Oct-2025	Attending to assembling and sending declaration for LRO.	MAJ	0.50
21-Oct-2025	To correspondences and attendances re: condo registration;	RDT	0.40
21-Oct-2025	To correspondences and attendances re: condo registration;	RDT	0.20
21-Oct-2025	Attending to correspondences; reviewing executed APS agreements.	MAJ	2.00
22-Oct-2025	To correspondences and attendances re: condo registration;	RDT	0.60
22-Oct-2025	Correspondences; call with purchaser re: deposit refunds; drafting consent of chargees and application to register court order re: declaration.	MAJ	4.00
23-Oct-2025	To correspondences and attendances re: condo registration;	RDT	0.50



23-Oct-2025	Attending to correspondences re: deposit refunds; registering court order; revising schedule re: court order; reviewing deposit trust agreement.	MAJ	1.60
24-Oct-2025	Correspondences; reviewing Deposit Trust Agreement; reviewing minutes of settlement.	MAJ	3.20
25-Oct-2025	To correspondences and attendances re: purchaser defaults and minutes of settlement;	RDT	0.20
28-Oct-2025	To correspondences and attendances re: condo registration;	RDT	0.30
28-Oct-2025	Correspondences; reviewing priority agreement on file re: deposit monies; reviewing executed amendments.	MAJ	3.20
29-Oct-2025	To correspondences and attendances re: condo registration; to review Declaration;	RDT	0.20
29-Oct-2025	Correspondences; revising amendment agreement re: Unit 114; reviewing HST rebate legislation re: Unit 212 amendment.	MAJ	4.20
30-Oct-2025	To review declaration; to correspondences re: same; to revise declaration; to correspondences re: same;	RDT	2.30
30-Oct-2025	Correspondences; reviewing amendment.	MAJ	3.30
31-Oct-2025	To correspondences and attendances re: condo registration;	RDT	0.20
31-Oct-2025	Correspondences re: schedules for registration; call with Scott re: 212 purchase; call with Ryan re: escrow arrangements.	MAJ	1.90
03-Nov-2025	To correspondences and attendances re: condo registration;	RDT	0.30
04-Nov-2025	To correspondences and attendances re: condo registration; to conference call re: same;	RDT	0.50
04-Nov-2025	Attending meeting re: condo development matters; correspondences with LRO re: schedule B consents.	MAJ	0.50
05-Nov-2025	To correspondences and attendances re: condo registration;	RDT	0.30
05-Nov-2025	Reviewing Condo Act and Deposit Trust Agreement re: escrow agent obligations; correspondences re: amendments to APS.	MAJ	1.50
06-Nov-2025	To correspondences and attendances re: condo registration;	RDT	0.50
06-Nov-2025	Attending to correspondences; revising amendment agreements for units 114, 113, 301; reviewing executed APS for unit 213; reviewing minutes of settlement re: units 117,	MAJ	4.30
07-Nov-2025	Correspondences re: deposits, reviewing temporary accommodation warranty info, reviewing APS provisions re: trust obligations.	MAJ	2.10



10-Nov-2025	To correspondences and attendances re: condo registration;	RDT	0.20
10-Nov-2025	Correspondences re: released deposits and cheque drop-off with sales team; reviewing minutes of settlement; reviewing hotel agreement for 201 occupants.	MAJ	2.30
11-Nov-2025	To correspondences and conference call re: condo registration;	RDT	0.30
11-Nov-2025	Drafting extension response to Unit 301; correspondences re: refunds for deposits; drafting amendment for Unit 113; call regarding condo registration updates.	MAJ	2.30
12-Nov-2025	Correspondences re: deposit refunds; reviewing minutes of settlement.	MAJ	0.70
12-Nov-2025	To attendances to receipt of correspondence re Schedule B - Execution & Pick-Up; To attendances to internal	ASD	0.20
13-Nov-2025	To correspondences and attendances re: condo registration;	RDT	0.30
13-Nov-2025	Correspondences re: HST rebate amendment; revising amendment.	MAJ	1.20
14-Nov-2025	Correspondences with purchasers' counsel.	MAJ	0.30
17-Nov-2025	Reviewing correspondences; reviewing minutes of settlement; reviewing executed purchase agreement.	MAJ	1.90
18-Nov-2025	To revise declaration; to correspondences and attendances re: registration; to conference call re: same;	RDT	0.70
18-Nov-2025	Correspondences re: declaration registration; revising declaration; call re: LRO registration check-in; reviewing form of broker agreements.	MAJ	4.20
18-Nov-2025	To attendances to correspondence re July & October NBC Bank Statement; To attendances to correspondence - receipt of NBC Statement re July & October	ASD	0.30
19-Nov-2025	To correspondences and attendances re: condo registration;	RDT	0.60
19-Nov-2025	Revising APS Schedules re: Closing Date provisions.	MAJ	2.40
19-Nov-2025	To attendances to run October 2025 - Monthly Trust Balances Report;	ASD	0.20
20-Nov-2025	To correspondences and attendances re: condo registration;	RDT	0.70
20-Nov-2025	Correspondences; Assembling final stacked condo declaration for registration.	MAJ	2.60
21-Nov-2025	To correspondences and attendances re: condo registration;	RDT	0.30



25-Nov-2025	To correspondences and attendances re: condo registration;	RDT	0.20
25-Nov-2025	Correspondences re: submitting final package to LRO.	MAJ	0.50
26-Nov-2025	To correspondences and attendances re: condo registration;	RDT	0.30
26-Nov-2025	Attending to correspondences re: final LRO registration.	MAJ	0.50
26-Nov-2025	To attendances to draft Letter to LRO re Submission of Declaration; To attendances to prepare Cheque Requisition re Registration Fee; To attendances to compile Declaration & Fees - forward via courier to LRO	ASD	0.40
01-Dec-2025	To correspondences and attendances re: condo registration;	RDT	0.30
OUR FEE			\$38,016.50

<u>Time Summary</u>	<u>Hours</u>
Ashley Demiri	1.30
Michael Juranka	64.10
Reg. D Theriault	18.70
Total hours:	84.10

<u>DISBURSEMENTS</u> (E=HST exempt)	Amount
Abstract Search	550.40
Courier	32.70
Postage	1.23
Registration (E)	454.35
Teraview Fee	11.80
Total Disbursements	\$1,050.48



Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Attention: Fanseay Wang

Statement No: 188039

Statement Date: 12/22/2025

Amount Due: \$44,086.63

24535-0003: Standard Condo General Matters

PAYMENT OPTIONS

1. **BMO or Credit Union Client?** Pay us by Telephone, On-Line & ABM payment systems. Use your matter number listed above (no dash) as your customer account #

2. **PAYMENT BY E-TRANSFER (CAD only)** - Please reference the Invoice Number or Matter Number in the message box. Email e-transfer funds to etransfer@loonix.com

3. **PAYMENT BY WIRE**

Beneficiary's Bank:	Bank of Montreal 31 Rexdale Blvd Etobicoke, Ontario M9W 1P1	Beneficiary Name:	LOOPSTRA NIXON LLP
SWIFT CODE:	BOFMCAM2	Beneficiary Address:	135 Queens Plate Drive, Suite 600 Toronto, Ontario Canada M9W 6V7
Beneficiary Account #:	24161017758	BNF field / SWIFT field 59:	24161017758 CDN (11 digit transit and account #)

4. **PAYMENT BY EFT (Electronic Funds Transfer)** - Please send remittance copy to mmartins@ln.law

Bank Name: Bank of Montreal	Account Number: 1017758
Bank Code: 0001	Account Name: <u>LOOPSTRA NIXON LLP</u>
Transit Number : 24162	

5. **PAYMENT BY CHEQUE PAYABLE TO:** LOOPSTRA NIXON LLP

6. **PAYMENT BY CREDIT CARD** (Please put the Invoice Number in the reference field when paying by credit card)

To pay by VISA, M/C or AMEX in CAD <https://secure.lawpay.com/pages/loopstra-nixon-llp/operating-can>

To pay by VISA, M/C or AMEX in USD <https://secure.lawpay.com/pages/loopstra-nixon-llp/usd-op>

7. **PAYMENT BY QR Code** (Please put the statement number in the reference field when paying by credit card)

To pay in CAD:



To pay in USD:





October 10, 2025

Reg D. Theriault

Direct Line: 416.748.4751

Email: rtheriault@loonix.com

*R. Theriault Professional Corporation

CONFIDENTIAL

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0003

Attention: Fanseay Wang

Interim bill in relation to:
General Matters

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including September 30, 2025 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:

Reg D. Theriault
Encl.



October 10, 2025

Invoice No. 181505

Matter No. 24535-0003

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Attention: Fansey Wang

**Interim bill in relation to:
General Matters**

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to September 30, 2025.

OUR FEE	\$30,542.50
HST on Fees @ 13%	\$3,970.53

DISBURSEMENTS:

Total Disbursements	\$66.15
HST on Disbursements	\$8.60

Total Fees, Disbursements and HST	<u>\$34,587.78</u>
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The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:

Reg D. Theriault
RDT/jep

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT0001



PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 30-Sep-2025

October 10, 2025

Invoice No. 181505

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0003

Attention: Fansey Wang

Interim bill in relation to:
General Matters

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
09-Jul-2025	To attendances to billing matters; To attendances to review PBR, calculate discount & finalize	ASD	0.00
06-Aug-2025	To attendances to multiple correspondence re Amendments & Outside Occupancy Dates	ASD	0.00
04-Jul-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.30
04-Jul-2025	Attending to correspondences with purchaser and receiver re: suite 113 negotiations.	MAJ	0.60
07-Jul-2025	To correspondences and attendances re: purchaser defaults and purchase agreement amendments;	RDT	0.40
07-Jul-2025	To correspondences and attendances re: delayed occupancy closings;	RDT	0.20
07-Jul-2025	Reviewing shared facilities agreement; updating land descriptions; attending to correspondences re: same.	MAJ	1.40
07-Jul-2025	Revising amending agreement re: Unit 111.	MAJ	0.40
08-Jul-2025	To correspondences re: purchaser defaults;	RDT	0.20
08-Jul-2025	To correspondences and attendances re: notice of occupancy delays;	RDT	0.20
08-Jul-2025	Attending to correspondences re: delayed occupancy notices; correspondences re: unit 111.	MAJ	1.10
09-Jul-2025	To correspondences re: occupancy extension;	RDT	0.40
09-Jul-2025	To correspondences re: purchaser defaults;	RDT	0.30
09-Jul-2025	Attending to correspondence re: fee affidavit; correspondences with purchasers' counsel.	MAJ	0.50



10-Jul-2025	To correspondences and attendances re: purchaser default;	RDT	0.20
11-Jul-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.40
11-Jul-2025	Attending to correspondences.	MAJ	0.20
14-Jul-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.20
14-Jul-2025	Attending to revision of Shared Facilities Agreement.	MAJ	1.50
15-Jul-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.20
15-Jul-2025	Attending to correspondences re: purchasers' counsel; revising amendment agreements.	MAJ	0.90
18-Jul-2025	To correspondences and attendances re: purchaser default;	RDT	0.20
18-Jul-2025	Revising amendment agreement re: suite 111; attending to correspondences re: same.	MAJ	0.40
21-Jul-2025	To correspondences re: purchaser default;	RDT	0.30
22-Jul-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.40
24-Jul-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.20
24-Jul-2025	To correspondences and attendances re: declaration; to review same;	RDT	0.30
24-Jul-2025	Attending to correspondences.	MAJ	0.30
25-Jul-2025	To correspondences and attendances re: condo registration; to internal meeting re: same; to instruct re: same;	RDT	0.30
25-Jul-2025	Attending to correspondences re: following up with purchasers' inquiries.	MAJ	0.20
30-Jul-2025	To correspondences and attendances re: condo registration;	RDT	0.30
30-Jul-2025	Attending to correspondences with purchasers' counsel.	MAJ	0.20
31-Jul-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.20
01-Aug-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.30
01-Aug-2025	To correspondences and attendances re: occupancy closing deliverables;	RDT	0.30
01-Aug-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.20
01-Aug-2025	Attending to correspondences re: LDD portal uploads for August 8 closing; correspondences re: suite 305 amendment; compiling notices of default; reviewing letter to solicitors.	MAJ	1.20



05-Aug-2025	To correspondences and attendances re: condo registration matters;	RDT	0.30
05-Aug-2025	To correspondences and attendances re: amending agreement; to instruct re: same;	RDT	0.20
05-Aug-2025	To correspondences and attendances re: occupancy closing deliverables;	RDT	0.20
05-Aug-2025	Attending to correspondences; compiling default notices.	MAJ	0.80
06-Aug-2025	To correspondences and attendances re: occupancy closing deliverables;	RDT	0.30
06-Aug-2025	To correspondences and attendances re: purchaser amending agreements;	RDT	0.40
06-Aug-2025	Attending to correspondences.	MAJ	0.60
06-Aug-2025	To attendances to amend Occupancy Closing Documents - finalize Master Documents	ASD	0.50
07-Aug-2025	To correspondences and attendances re: purchaser default and amending agreement;	RDT	0.60
07-Aug-2025	Attending to correspondences; drafting amendment agreement re: Suite 114.	MAJ	3.20
08-Aug-2025	To correspondences re: condo registration;	RDT	0.20
08-Aug-2025	To correspondences and attendances re: purchase amending agreements;	RDT	0.40
08-Aug-2025	Attending to correspondences.	MAJ	1.70
11-Aug-2025	To correspondences and attendances re: occupancy closings;	RDT	0.30
11-Aug-2025	To correspondences and attendances re: purchaser defaults and amending agreements;	RDT	0.30
11-Aug-2025	Attending to correspondences re: updated CCPs; compiling spreadsheet re: units that failed occupancy; research re: continuing contracts after vendor's default.	MAJ	1.40
12-Aug-2025	Attending to correspondences re: revised CCPs; reviewing draft notice of arbitration.	MAJ	1.20
13-Aug-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.30
13-Aug-2025	Attending to correspondences re: CCPs; Attending to completing report of correspondence with purchasers' solicitors.	MAJ	2.60
14-Aug-2025	Attending to correspondences re: revised CCPs.	MAJ	0.30
15-Aug-2025	To correspondences and attendances re: purchaser defaults and amending agreements;	RDT	0.20
18-Aug-2025	To correspondences and attendances occupancy closings;	RDT	0.20
18-Aug-2025	Attending to correspondences re: appraisal; drafting assignment agreement.	MAJ	0.90



19-Aug-2025	To correspondences and attendances re: purchaser default;	RDT	0.20
20-Aug-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.30
20-Aug-2025	To correspondences and attendances re: condo registration;	RDT	0.80
21-Aug-2025	To correspondences and attendances re: condo registration;	RDT	0.20
22-Aug-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.20
22-Aug-2025	Attending to correspondences re: buyer status for units not granted occupancy.	MAJ	0.60
25-Aug-2025	To correspondences and attendances re: condo registration;	RDT	0.30
25-Aug-2025	Attending to correspondences re: 314 interim occupancy closing; reviewing closing package; drafting assignment agreement re: suite 201.	MAJ	0.90
26-Aug-2025	To correspondences and attendances re: condo registration;	RDT	0.20
26-Aug-2025	Attending to correspondences re: Schedule B consent, calls with LRO re: condominium registration.	MAJ	1.40
27-Aug-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.30
28-Aug-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.30
28-Aug-2025	Attending to call re: suite 320 occupancy notice; drafting and circulating notice.	MAJ	0.50
29-Aug-2025	To correspondences and attendances re: purchaser defaults and amending agreements;	RDT	0.40
29-Aug-2025	To correspondences and attendances re: condo registration;	RDT	0.20
02-Sep-2025	To correspondences and attendances re: condo registration; to conference call re: same; to attendances re: master purchase agreements;	RDT	0.60
03-Sep-2025	To correspondences and attendances re: amending agreements;	RDT	0.30
04-Sep-2025	To correspondences and attendances re: purchaser defaults and arbitration application;	RDT	0.60
04-Sep-2025	Attending to correspondences; drafting response to 201 purchaser's solicitor; drafting revisions to amendment agreement for Unit 305.	MAJ	2.60
05-Sep-2025	To correspondences and attendances re: purchaser defaults and amending agreements; to correspondences re: minutes of settlement;	RDT	0.30
08-Sep-2025	To correspondences and attendances re: potential material changes;	RDT	0.30



09-Sep-2025	Arranging courier re: Schedule Gs for registration; attending to correspondences re: same.	MAJ	0.50
12-Sep-2025	Attending to reviewing notice of arbitration and sales documents.	MAJ	2.20
15-Sep-2025	To correspondences and attendances re: master purchase agreements and disclosure documents;	RDT	0.40
17-Sep-2025	To correspondences and attendances re: master purchase agreement revisions;	RDT	0.20
17-Sep-2025	To correspondences and attendances re: purchaser default and mutual release;	RDT	0.20
18-Sep-2025	To correspondences and attendances re: master purchase agreement;	RDT	0.30
18-Sep-2025	Attending to correspondences; attending to drafting list of sales documents.	MAJ	1.90
19-Sep-2025	To correspondences and attendances re: purchaser defaults and minutes of settlement;	RDT	0.30
19-Sep-2025	Attending to call with receiver counsel; correspondences re: material changes in Unit 112.	MAJ	0.70
23-Sep-2025	To correspondences and attendances re: purchaser defaults and minutes of settlement; to review same;	RDT	0.60
23-Sep-2025	Attending to call re: condominium registration; reviewing minutes of settlement and trust amounts; drafting solicitor's letter.	MAJ	3.00
24-Sep-2025	To correspondences and attendances re: minutes of settlement;	RDT	0.30
24-Sep-2025	To correspondences and attendances re: condo registration and by-laws;	RDT	0.30
25-Sep-2025	To correspondences and attendances re: purchaser defaults and minutes of settlement;	RDT	0.40
25-Sep-2025	To correspondences and attendances re: master sales agreements and sales process;	RDT	0.30
26-Sep-2025	To correspondences and attendances re: purchaser defaults and minutes of settlement;	RDT	0.50
27-Sep-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.30
28-Sep-2025	To correspondences and attendances re: purchaser defaults and minutes of settlement;	RDT	0.40
29-Sep-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.40
29-Sep-2025	Attending to correspondences.	MAJ	2.60
30-Sep-2025	To correspondences and attendances re: master purchase agreement;	RDT	0.20
30-Sep-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.20



OUR FEE

\$30,542.50

Time Summary

Hours

Ashley Demiri	0.50
Michael Juranka	38.50
Reg D. Theriault	20.70
Total hours:	<u>59.70</u>

DISBURSEMENTS (E=HST exempt)

Amount

Courier

66.15

Total Disbursements

\$66.15



Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Attention: Fanseay Wang

Statement No: 181505

Statement Date: 10/10/2025

Amount Due: \$34,587.78

24535-0003: Standard Condo General Matters

PAYMENT OPTIONS

1. **BMO or Credit Union Client?** Pay us by Telephone, On-Line & ABM payment systems. Use your matter number listed above (no dash) as your customer account #

2. **PAYMENT BY E-TRANSFER (CAD only)** - Please reference the Invoice Number or Matter Number in the message box.
Email e-transfer funds to etransfer@loonix.com

3. **PAYMENT BY WIRE**

Beneficiary's Bank:	Bank of Montreal 31 Rexdale Blvd Etobicoke, Ontario M9W 1P1	Beneficiary Name:	LOOPSTRA NIXON LLP
SWIFT CODE:	BOFMCAM2	Beneficiary Address:	135 Queens Plate Drive, Suite 600 Toronto, Ontario Canada M9W 6V7
Beneficiary Account #:	24161017758	BNF field / SWIFT field 59:	24161017758 CDN (11 digit transit and account #)

4. **PAYMENT BY EFT (Electronic Funds Transfer)** - Please send remittance copy to mmartins@ln.law

Bank Name: Bank of Montreal	Account Number: 1017758
Bank Code: 0001	Account Name: <u>LOOPSTRA NIXON LLP</u>
Transit Number : 24162	

5. **PAYMENT BY CHEQUE PAYABLE TO:** LOOPSTRA NIXON LLP

6. **PAYMENT BY CREDIT CARD** (Please put the Invoice Number in the reference field when paying by credit card)

To pay by VISA, M/C or AMEX in CAD <https://secure.lawpay.com/pages/loopstra-nixon-llp/operating-can>

To pay by VISA, M/C or AMEX in USD <https://secure.lawpay.com/pages/loopstra-nixon-llp/usd-op>

7. **PAYMENT BY QR Code** (Please put the statement number in the reference field when paying by credit card)

To pay in CAD:



To pay in USD:





July 17, 2025

Reg D. Theriault
Direct Line: 416.748.4751
Email: rtheriault@loonix.com
*R. Theriault Professional Corporation

CONFIDENTIAL

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0003

Attention: Fanseay Wang

Interim bill in relation to:
General Matters

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including June 30, 2025 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:

Reg D. Theriault
Encl.



July 17, 2025

Invoice No. 175974

Matter No. 24535-0003

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Attention: Fansey Wang

**Interim bill in relation to:
General Matters**

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to June 30, 2025.

OUR FEE	\$47,400.00
Less Client Discount	-\$7,147.13
Net Billed Amount	\$40,252.87
HST on Fees @ 13%	\$5,232.87

DISBURSEMENTS:

Total Disbursements	\$283.11
HST on Disbursements	\$36.80

Total Fees, Disbursements and HST	<u>\$45,805.65</u>
--	---------------------------

The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:

Reg D. Theriault
RDT/tha

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT0001



PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 30-Jun-2025

July 17, 2025

Invoice No. 175974

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0003

Attention: Fansey Wang

Interim bill in relation to:
General Matters

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
01-Apr-2025	Correspondences re: notices of termination.	MAJ	0.90
01-Apr-2025	To attendances to receipt of correspondence - multiple Termination Notices rec'd	ASD	0.50
02-Apr-2025	Correspondences re: delayed notices.	MAJ	0.30
02-Apr-2025	Meeting to discuss termination notices; drafting response to purchasers; correspondences re: same.	MAJ	1.10
02-Apr-2025	To attendances to Default/Termination Meeting	ASD	0.50
03-Apr-2025	Correspondences re: response to termination notices; call with purchasers' lawyer.	MAJ	0.40
03-Apr-2025	Research re: release of deposits upon termination.	MAJ	0.80
03-Apr-2025	To attendances to multiple correspondence re Termination of Agreement etc.,	ASD	1.00
04-Apr-2025	Correspondences re: responding to termination notices.	MAJ	5.10
04-Apr-2025	Call and correspondences re: deposits and surety.	MAJ	0.70
04-Apr-2025	Correspondences with purchasers' lawyers re: termination of APSs.	MAJ	1.30
04-Apr-2025	To attendances to internal discussions re Deposits re Upgrades; To attendances to review LDD & ND re same; To attendances to further internal discussions re Deposits for Upgrades	ASD	0.30
04-Apr-2025	To attendances to multiple correspondence re Termination & Default re Agreement	ASD	0.50



07-Apr-2025	Correspondences re: key releases.	MAJ	0.40
07-Apr-2025	Correspondences re: purchasers defaulting on occupancy.	MAJ	1.70
07-Apr-2025	Reviewing declaration and signed Schedule "A".	MAJ	0.60
07-Apr-2025	To attendances to internal discussions re Key Release & Occupancy Closings	ASD	0.20
07-Apr-2025	To attendances to multiple correspondence re Terminations & Defaults	ASD	0.50
08-Apr-2025	Correspondences re: purchasers taking occupancy.	MAJ	0.90
09-Apr-2025	Correspondences re: responding to Sabio letter; drafting formal response.	MAJ	2.90
09-Apr-2025	Correspondences re: mutual release for purchasers.	MAJ	0.20
10-Apr-2025	Correspondences re: mutual release with purchasers, call with purchasers' lawyer.	MAJ	0.70
10-Apr-2025	Drafting response to Sabio letter dated April 8 2025.	MAJ	2.10
10-Apr-2025	Correspondences re: updating summary table of purchasers.	MAJ	0.80
11-Apr-2025	Reviewing declaration and schedule A description.	MAJ	0.50
14-Apr-2025	Reviewing declaration drafts and reference plans re: description of condominium lands; pulling documents re: same.	MAJ	2.30
14-Apr-2025	Correspondences with purchasers' solicitors.	MAJ	0.90
15-Apr-2025	Reviewing draft declaration and legal description; examining easements on title and abutting properties.	MAJ	2.10
15-Apr-2025	To attendances to telephone call with H. Khan - Sabio Law LLP re Termination Notice (multiple units)	ASD	0.20
15-Apr-2025	To attendances to multiple internal discussions re Condo Declaration & Schedule "A"	ASD	0.30
16-Apr-2025	Correspondences; call re: responding to terminations.	MAJ	1.20
16-Apr-2025	Reviewing condo registration requirements.	MAJ	3.00
16-Apr-2025	Revising draft response to terminating units.	MAJ	1.00
17-Apr-2025	Correspondences re: purchaser solicitors.	MAJ	1.90
17-Apr-2025	Research re: Tarion security requirements.	MAJ	3.70
17-Apr-2025	Correspondences re: condominium descriptions.	MAJ	0.40
21-Apr-2025	Correspondences; reviewing APS re: forfeiture of deposits; reviewing interim management agreement.	MAJ	2.30



22-Apr-2025	Correspondences; confirming CCP unit descriptions.	MAJ	1.30
22-Apr-2025	Reviewing management agreement.	MAJ	2.20
23-Apr-2025	Correspondences; call with purchasers re: mutual release.	MAJ	0.60
23-Apr-2025	Correspondences; reviewing APS re: move-in date notice.	MAJ	0.90
23-Apr-2025	Call with Ryan re: response to Sabio; correspondences re: same.	MAJ	0.70
23-Apr-2025	To attendances to multiple correspondence re Mutual Release, Termination & Deposit Return	ASD	0.50
24-Apr-2025	Correspondences re: condominium registration timeline; call with client discussing same.	MAJ	0.90
24-Apr-2025	Compiling master index of sales documents.	MAJ	1.10
24-Apr-2025	Drafting response letter to purchaser of suite 113.	MAJ	1.80
25-Apr-2025	Revising amendment to APS re: move-in date for unit 307.	MAJ	0.70
28-Apr-2025	Reviewing Tarion CCPs for accuracy; correspondences re: same.	MAJ	0.80
28-Apr-2025	Revising occupancy amendment re: unit 307.	MAJ	0.80
29-Apr-2025	Compiling sales documents index.	MAJ	2.30
30-Apr-2025	To correspondences and attendances re: purchaser defaults and terminations;	RDT	0.20
30-Apr-2025	Responding to purchasers' counsel; revising letter to purchaser.	MAJ	0.90
30-Apr-2025	Finalizing index of sales documents.	MAJ	2.90
01-May-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.50
01-May-2025	Correspondences with purchasers; correspondences re: unit 112 response; call with Terry re: deposits.	MAJ	0.70
02-May-2025	To correspondences and attendances re: trust reporting;	RDT	0.20
02-May-2025	To review Tarion reporting obligations; to correspondences re: same;	RDT	0.30
02-May-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.20
02-May-2025	Correspondences.	MAJ	1.10
02-May-2025	Reviewing notice of proposal; call to Tarion re: reporting deadlines; correspondences;	MAJ	0.70



02-May-2025	To attendances to receipt of correspondence from J. McLellan; To attendances to receipt of correspondence from P. Martins; To attendances to correspondences to J. McLellan & P. Martins - reply re same; To attendances to internal discussions with MAJ re DTA Analysis - request submitted by J. McLellan	ASD	3.00
05-May-2025	To correspondences and attendances re: purchaser defaults;	RDT	1.00
05-May-2025	Analysis of deposit fund report; Verifying deposit analysis concerning ECDI report; correspondences.	MAJ	1.10
06-May-2025	Correspondences re: condominium documents and 307 amendment agreement; pulling adjacent parcels for description.	MAJ	2.10
07-May-2025	To correspondences and attendances re: purchase agreement terminations;	RDT	0.20
07-May-2025	Correspondences re: responding to purchasers.	MAJ	1.20
07-May-2025	Reviewing lenders contact information; preparing form consent request re: lenders on condominium lands.	MAJ	0.70
07-May-2025	To attendances to multiple correspondence to Purchaser's Solicitors re Termination Requests	ASD	0.40
08-May-2025	To correspondences re: property management agreement; to internal meeting re: same;	RDT	0.30
09-May-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.40
12-May-2025	To correspondences and attendances re: trust reporting;	RDT	0.20
12-May-2025	Reviewing comments to Property Management Agreement; revising agreement; correspondences.	MAJ	0.20
13-May-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.40
13-May-2025	Revising property management agreement.	MAJ	0.80
14-May-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.30
14-May-2025	Correspondence re: responding to purchasers.	MAJ	0.40
16-May-2025	To correspondences and attendances re: purchaser defaults and purchaser claims;	RDT	0.40
16-May-2025	Attending to correspondences re: occupancy amendment; revising amendment.	MAJ	0.20
16-May-2025	To attendances to DTA Analysis & Trust Balance	ASD	2.00
20-May-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.40



21-May-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.40
22-May-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.80
22-May-2025	Attending to correspondences re: responding to Suite 105 purchaser's allegations; Suite 110.	MAJ	0.80
23-May-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.20
23-May-2025	Attending to correspondences re: outside occupancy dates; call with co-counsel regarding amendments to APS.	MAJ	0.60
26-May-2025	Revising occupation agreement re: suite 307.	MAJ	0.50
27-May-2025	To correspondences and attendances re: purchaser defaults; to internal meeting re: same;	RDT	0.60
27-May-2025	Revising response to suite 105 purchaser.	MAJ	1.30
28-May-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.30
28-May-2025	Compiling amendment information into excel summary.	MAJ	2.70
29-May-2025	To correspondences and attendances re: purchaser defaults; to correspondences and attendances re: amendments to purchaser occupancy terms;	RDT	0.40
29-May-2025	Attending to correspondences re: suite 112.	MAJ	0.80
29-May-2025	Attending to correspondences re: suite 307 occupancy agreement; revising agreement.	MAJ	1.20
29-May-2025	Compiling email records re: defaulted and terminated purchase agreements.	MAJ	0.70
30-May-2025	To correspondences and attendances re: purchaser default and amending agreement;	RDT	0.30
30-May-2025	Attending to correspondences re: delayed occupancy agreement for suite 307.	MAJ	0.50
03-Jun-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.30
03-Jun-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.30
04-Jun-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.40
04-Jun-2025	Attending to correspondences re: suite 113.	MAJ	0.40
05-Jun-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.20
09-Jun-2025	To correspondences and attendances re: amending agreement;	RDT	0.30
09-Jun-2025	Attending to drafting of revised purchase agreements and amendment re: Suite 110.	MAJ	5.00



10-Jun-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.20
11-Jun-2025	Attending to revision of suite 110 amendment agreement.	MAJ	1.50
11-Jun-2025	Attending to document review and drafting amendments.	MAJ	1.10
12-Jun-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.40
12-Jun-2025	Revising amendment agreement.	MAJ	0.30
12-Jun-2025	Reviewing revisions to sales documents; drafting amendments.	MAJ	4.00
13-Jun-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.30
13-Jun-2025	To correspondences and attendances re: amending agreements;	RDT	0.30
13-Jun-2025	Attending to revisions of amendment re: suite 110.	MAJ	0.40
13-Jun-2025	Revising schedule re: chargee's consent.	MAJ	0.20
16-Jun-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.20
16-Jun-2025	Attending to correspondences re: motion materials.	MAJ	0.30
17-Jun-2025	To correspondences and attendances re: assignment request;	RDT	0.30
17-Jun-2025	To correspondences and attendances re: occupancy closings; to internal meeting re: same;	RDT	0.30
18-Jun-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.70
18-Jun-2025	To correspondences and attendances re: occupancy closing delays;	RDT	0.30
18-Jun-2025	Attending to calls with purchasers; correspondence re: occupancy dates.	MAJ	0.30
19-Jun-2025	To correspondences and attendances re: purchase agreement amending agreement;	RDT	0.20
19-Jun-2025	To correspondences and attendances re: purchaser defaults;	RDT	0.40
19-Jun-2025	To correspondences and attendances re: assignment of purchase agreement;	RDT	0.20
19-Jun-2025	To correspondences and attendances re: occupancy closing extension notices;	RDT	0.20
19-Jun-2025	Attending to review of delayed occupancy notices.	MAJ	0.70
20-Jun-2025	Attending to review of delayed occupancy notices; to correspondences with purchasers' solicitors; issuing delayed occupancy notices.	MAJ	1.80



23-Jun-2025	To correspondences re: purchaser default;	RDT	0.20
24-Jun-2025	To correspondences and attendances re: purchaser amending agreements;	RDT	0.20
24-Jun-2025	Attending to correspondences.	MAJ	0.20
25-Jun-2025	Attending to correspondences re: Suite 110 purchaser.	MAJ	0.60
27-Jun-2025	To correspondences and attendances re: default;	RDT	0.20
OUR FEE (Reduced from docketed time of \$47,400.00)			\$40,252.87

<u>Time Summary</u>	<u>Hours</u>
Ashley Demiri	9.90
Michael Juranka	93.20
Reg D. Theriault	14.10
Total hours:	<u>117.20</u>

DISBURSEMENTS (E=HST exempt)

	Amount
Abstract Search	255.90
Courier	27.21
Total Disbursements	<u>\$283.11</u>



Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Attention: Fanseay Wang

Statement No: 175974

Statement Date: 7/17/2025

Amount Due: \$45,805.65

24535-0003: Standard Condo General Matters

PAYMENT OPTIONS

1. **BMO or Credit Union Client?** Pay us by Telephone, On-Line & ABM payment systems. Use your matter number listed above (no dash) as your customer account #

2. **PAYMENT BY E-TRANSFER (CAD only)** - Please reference the Invoice Number or Matter Number in the message box. Email e-transfer funds to etransfer@loonix.com

3. **PAYMENT BY WIRE**

Beneficiary's Bank:	Bank of Montreal 31 Rexdale Blvd Etobicoke, Ontario M9W 1P1	Beneficiary Name:	LOOPSTRA NIXON LLP
SWIFT CODE:	BOFMCAM2	Beneficiary Address:	135 Queens Plate Drive, Suite 600 Toronto, Ontario Canada M9W 6V7
Beneficiary Account #:	24161017758	BNF field / SWIFT field 59:	24161017758 CDN (11 digit transit and account #)

4. **PAYMENT BY EFT (Electronic Funds Transfer)** - Please send remittance copy to mmartins@ln.law

Bank Name: Bank of Montreal	Account Number: 1017758
Bank Code: 0001	Account Name: <u>LOOPSTRA NIXON LLP</u>
Transit Number : 24162	

5. **PAYMENT BY CHEQUE PAYABLE TO:** LOOPSTRA NIXON LLP

6. **PAYMENT BY CREDIT CARD** (Please put the Invoice Number in the reference field when paying by credit card)

To pay by VISA, M/C or AMEX in CAD <https://secure.lawpay.com/pages/loopstra-nixon-llp/operating-can>

To pay by VISA, M/C or AMEX in USD <https://secure.lawpay.com/pages/loopstra-nixon-llp/usd-op>

7. **PAYMENT BY QR Code** (Please put the statement number in the reference field when paying by credit card)

To pay in CAD:



To pay in USD:





June 19, 2025

Reg D. Theriault

Direct Line: 416.748.4751

Email: rtheriault@loonix.com

*R. Theriault Professional Corporation

CONFIDENTIAL

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0005

Attention: Fanseay Wang

Interim Billing In Relation to:
General Matters

Please find enclosed herewith our Statement of Account for services rendered with regard to the above-noted matter to and including June 10, 2025 which we trust you will find satisfactory.

If you have any questions, please contact the undersigned.

Yours truly,

LOOPSTRA NIXON LLP
Per:

Reg D. Theriault
Encl.



June 19, 2025

Invoice No. 173536

Matter No. 24535-0005

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Attention: Fansey Wang

**Interim Billing In Relation to:
General Matters**

STATEMENT OF ACCOUNT

TO OUR FEE FOR PROFESSIONAL SERVICES rendered in connection with the above-noted matter through to June 10, 2025.

OUR FEE (Reduced from docketed time of \$2,606.50)	\$2,215.52
HST on Fees @ 13%	\$288.02

DISBURSEMENTS:

Total Disbursements	\$86.56
HST on Disbursements	\$11.25

Total Fees, Disbursements and HST	<u>\$2,601.35</u>
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The above account represents a summary of the professional services rendered to you, and this firm reserves the right to provide further particulars of our professional services rendered in the event the same is required or requested.

THIS IS OUR STATEMENT OF ACCOUNT HEREIN

LOOPSTRA NIXON LLP

Per:

Reg D. Theriault
RDT/jep

In accordance with the Solicitor's Act, interest will be charged on this account until paid, at the rate of 2.0% per annum, commencing one month after delivery, E. & O.E. * HST No. 122610298RT0001



PRIVILEGED AND CONFIDENTIAL
Billing Detail Report to 10-Jun-2025

June 19, 2025

Invoice No. 173536

Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Matter No. 24535-0005

Attention: Fanseay Wang

Interim Billing In Relation to:
General Matters

FEES

<u>Date</u>	<u>Narrative</u>	<u>Professional</u>	<u>Time</u>
04-Apr-2025	To attendances to receipt of NBC Trust Statement for January; To attendances to review same; To attendances to run January 2025 - Monthly Trust Balances Report as required for DTA Report; To attendances to review January Trust Balances;	ASD	1.00
04-Apr-2025	To attendances to receipt of NBC Trust Statement for February; To attendances to review same; To attendances to run February 2025 - Monthly Trust Balances Report as required for DTA Report; To attendances to review February Trust Balances;	ASD	1.00
04-Apr-2025	To attendances to compile DTA Report February - along with Release Correspondence; To attendances to internal discussions with MAJ - provide same & review; To attendances to internal discussions with RDT - provide same & review; To attendances to further internal discussions re Tarion & ECDI	ASD	0.50
09-Apr-2025	To attendances to drafting Fee Affidavit - January 1, 2025 to March 31, 2025	ASD	0.50
10-Apr-2025	To attendances to amend Fee Affidavit - compile Invoices & organize; To attendances to correspondence to R. Shah - forward Affidavit	ASD	1.00
24-Apr-2025	To receipt of email; to researching registration CEC and updates to PINs of POTLs;	MMM	0.50
02-May-2025	To attendances to DTA REPORT etc.,	ASD	0.30
05-May-2025	To correspondences and attendances re: trust reporting;	RDT	0.20



07-May-2025	To review of file matters re: Dragon Holding; to correspondence re: Dragon Holding corporate search; to gathering contact information for all chargees to obtain consent; to correspondence re: same; to correspondence re: Dragon representation, contact information;	SJM	1.00
16-May-2025	To correspondences and attendances re: deposit reporting;	RDT	0.20
04-Jun-2025	To attendances to receipt & review of NBC Trust Statement for March, April & May; To attendances to file same	ASD	0.30
OUR FEE (Reduced from docketed time of \$2,606.50)			\$2,215.52

<u>Time Summary</u>	<u>Hours</u>
Ashley Demiri	4.60
Marta Markiewicz	0.50
Reg D. Theriault	0.40
Shannon Watts	1.00
Total hours:	<u>6.50</u>

DISBURSEMENTS (E=HST exempt)

	Amount
Corporate Search	86.56
Total Disbursements	<u>\$86.56</u>



Jefferson Properties Limited Partnership
1001 - 980 Yonge Street
Toronto, Ontario M4W 3V8

Attention: Fanseay Wang

Statement No: 173536

Statement Date: 6/19/2025

Amount Due: \$2,601.35

24535-0005: General File re Sale of Lots

PAYMENT OPTIONS

1. BMO or Credit Union Client? Pay us by Telephone, On-Line & ABM payment systems. Use your matter number listed above (no dash) as your customer account #

2. PAYMENT BY E-TRANSFER (CAD only) - Please reference the Invoice Number or Matter Number in the message box.
Email e-transfer funds to etransfer@loonix.com

3. PAYMENT BY WIRE

Beneficiary's Bank:	Bank of Montreal 31 Rexdale Blvd Etobicoke, Ontario M9W 1P1	Beneficiary Name:	LOOPSTRA NIXON LLP
SWIFT CODE:	BOFMCAM2	Beneficiary Address:	135 Queens Plate Drive, Suite 600 Toronto, Ontario Canada M9W 6V7
Beneficiary Account #:	24161017758	BNF field / SWIFT field 59:	24161017758 CDN (11 digit transit and account #)

4. PAYMENT BY EFT (Electronic Funds Transfer) - Please send remittance copy to mmartins@ln.law

Bank Name: Bank of Montreal	Account Number: 1017758
Bank Code: 0001	Account Name: <u>LOOPSTRA NIXON LLP</u>
Transit Number : 24162	

5. PAYMENT BY CHEQUE PAYABLE TO: LOOPSTRA NIXON LLP

6. PAYMENT BY CREDIT CARD (Please put the Invoice Number in the reference field when paying by credit card)

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To pay by VISA, M/C or AMEX in USD <https://secure.lawpay.com/pages/loopstra-nixon-llp/usd-op>

7. PAYMENT BY QR Code (Please put the statement number in the reference field when paying by credit card)

To pay in CAD:



To pay in USD:



CAMERON STEPHENS MORTGAGE CAPITAL LTD.
Applicant

and

2011836 ONTARIO CORP., et al.
Respondents

Court File No. CV-23-00710795-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at TORONTO

AFFIDAVIT OF REJEAN D. THERIAULT

LOOPSTRA NIXON LLP
135 Queens Plate Drive, Suite 600
Toronto, ON M9W 6V7

Rejean D. Theriault (LSO No. 59106I)
t: (416) 748-4751
f: (416) 746-8319
e: rtheriault@loonix.com

Lawyers for the Receiver, Albert Gelman Inc.

TAB 4

Court File No. CV-23-00710795-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	THURSDAY, THE 21ST
	)	
JUSTICE STEELE	)	DAY OF MAY, 2026

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and -

2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,

1000162801 ONTARIO CORP., AMERICAN CORPORATION

and 1000199992 ONTARIO CORP.

Respondents

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

**AMENDED AND RESTATED APPROVAL AND VESTING ORDER (STACKED UNIT
305 AGREEMENT AS AMENDED MAY 12, 2026)**

THIS MOTION, made by Albert Gelman Inc. in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of Jefferson Properties Limited Partnership ("JPLP") and 2011836 Ontario Corp. ("201Co," and, together with

JPLP, the "**Debtors**") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between JPLP, as vendor, and Salman Khawar Khawaja (born February 3, 1984), as purchaser (the "**Purchaser**"), dated June 3, 2021 (as amended June 4, 2021, October 26 and 28, 2021, October 1, 2025 and May 12, 2026) and appended to Eleventh Report of the Receiver dated May 13, 2026 (the "**Eleventh Report**"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the eleventh Report and on hearing the submissions of counsel for the Receiver and those other parties listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the Lawyer's Certificate of Service of Ryan Shah dated May 15, 2026;

1. THIS COURT ORDERS that the Order of Justice Conway dated January 28, 2026 and approving the Sale Agreement is hereby amended restated in the form of this Order.

2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the Sale Agreement by JPLP is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the Debtors' right, title and interest in and to the Purchased Assets described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, free and clear of and from any and all security interests

(whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Justice Cavanagh dated December 21, 2023; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. THIS COURT ORDERS that upon the registration in Land Registry Office #65 of an Application for Vesting Order in the form prescribed by the Land Titles Act and/or the Land Registration Reform Act, the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "**Real Property**") in fee simple, and is hereby directed to:

- (a) delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto; and

- (b) vest title to the Real Property in the Purchaser as herein provided, free and clear of, and without regard to, any relevant writs of executions that may have been filed with the Sheriff as against each and every registered owner of the Real Property, either before or after the date of this Order.

5. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Purchased Assets shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

6. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

7. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtors;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

Schedule A – Form of Receiver's Certificate

Court File No. CV-23-00710795-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

B E T W E E N:

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and –

2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,

1000162801 ONTARIO CORP., AMERICAN CORPORATION

and 1000199992 ONTARIO CORP.

Respondents

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

RECEIVER'S CERTIFICATE

RECITALS

- (a) Pursuant to an Order of the Honourable Justice Cavanagh of the Ontario
Superior Court of Justice Commercial List (the "**Court**") dated December

21, 2023, Albert Gelman Inc. was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of Jefferson Properties Limited Partnership and 2011836 Ontario Corp. (together the "**Debtors**").

- (b) Pursuant to an Order of the Court dated January 28, 2026, the Court approved the agreement of purchase and sale made as of June 3, 2021 (as amended from time to time, the "**Sale Agreement**") between the JPLP, as vendor, and Salman Khawar Khawaja, as purchaser (the "**Purchaser**"), and provided for the vesting in the Purchaser of the Debtors' right, title and interest in and to the Unit, which vesting is to be effective with respect to the Unit upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Unit; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the transaction contemplated by the Sale Agreement (the "**Transaction**") has been completed to the satisfaction of the Receiver.
- (c) Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Unit payable on the Closing Date pursuant to the Sale Agreement;

2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

**Albert Gelman Inc., in its capacity as
Receiver of the undertaking, property
and assets of the Debtors, and not in its
personal capacity**

Per: _____

Name:

Title:

Schedule B – Purchased Assets

As in PIN 30136-0056:

UNIT 41, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1604 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3877442; CITY OF RICHMOND HILL; and

As in PIN 30136-0101:

UNIT 41, LEVEL A, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1604 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3877442; CITY OF RICHMOND HILL.

Schedule C – Claims to be deleted and expunged from title to Real Property

Instrument Number	Registration	Date	Instrument Type
YR3059206		2020/01/22	CHARGE
YR3059207		2020/01/22	NO ASSGN RENT GEN
YR3391499		2022/03/08	CHARGE PARTNERSHIP
YR3391500		2022/03/08	NO ASSGN RENT GEN
YR3391505		2022/03/08	POSTPONEMENT
YR3391506		2022/03/08	POSTPONEMENT
YR3394837		2022/03/15	CHARGE PARTNERSHIP
YR3394838		2022/03/15	POSTPONEMENT
YR3573855		2023/07/14	CHARGE PARTNERSHIP
YR3573856		2023/07/14	NO ASSGN RENT GEN
YR3573875		2023/07/14	POSTPONEMENT
YR3573876		2023/07/14	POSTPONEMENT
YR3633117		2023/12/21	CONSTRUCTION LIEN
YR3633148		2023/12/21	CONSTRUCTION LIEN
YR3633578		2023/12/22	APL COURT ORDER
YR3639060		2024/01/18	CONSTRUCTION LIEN

YR3639938	2024/01/23	CONSTRUCTION LIEN
YR3640642	2024/01/25	CERTIFICATE
YR3640988	2024/01/25	CONSTRUCTION LIEN
YR3641032	2024/01/26	CERTIFICATE
YR3641202	2024/01/26	CONSTRUCTION LIEN
YR3641779	2024/01/29	CONSTRUCTION LIEN
YR3641791	2024/01/30	CERTIFICATE
YR3641807	2024/01/30	CERTIFICATE
YR3642669	2024/01/31	CONSTRUCTION LIEN
YR3642916	2024/01/31	CONSTRUCTION LIEN
YR3644513	2024/02/06	CERTIFICATE
YR3644991	2024/02/07	CONSTRUCTION LIEN
YR3648247	2024/02/15	CONSTRUCTION LIEN
YR3649549	2024/02/21	CONSTRUCTION LIEN
YR3650696	2024/02/26	CERTIFICATE
YR3652169	2024/02/29	CONSTRUCTION LIEN
YR3654135	2024/03/05	CONSTRUCTION LIEN
YR3654276	2024/03/06	CERTIFICATE
YR3654700	2024/03/07	CONSTRUCTION LIEN
YR3654913	2024/03/07	CERTIFICATE
YR3654920	2024/03/07	CONSTRUCTION LIEN
YR3655108	2024/03/08	CONSTRUCTION LIEN
YR3655160	2024/03/08	CONSTRUCTION LIEN

YR3655638	2024/03/11	CONSTRUCTION LIEN
YR3656016	2024/03/12	CERTIFICATE
YR3659634	2024/03/22	CERTIFICATE
YR3659635	2024/03/22	CERTIFICATE
YR3659990	2024/03/25	CONSTRUCTION LIEN
YR3661692	2024/03/28	CONSTRUCTION LIEN
YR3664929	2024/04/10	CERTIFICATE
YR3665046	2024/04/10	CERTIFICATE
YR3667343	2024/04/17	CERTIFICATE
YR3668010	2024/04/18	CERTIFICATE
YR3670417	2024/04/25	CONSTRUCTION LIEN
YR3671162	2024/04/29	CERTIFICATE
YR3672182	2024/05/01	CERTIFICATE
YR3672188	2024/05/01	CERTIFICATE
YR3682798	2024/05/31	CERTIFICATE
YR3699638	2024/07/17	CERTIFICATE
YR3854586	2025/10/23	APL COURT ORDER

Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property
(unaffected by the Vesting Order)

Instrument Number	Registration	Date	Instrument Type
RH69583		1979/04/06	BYLAW
YR2622073		2017/02/07	TRANSFER EASEMENT
YR2644669		2017/03/28	TRANSFER EASEMENT
YR2817498		2018/04/18	TRANSFER EASEMENT
YR2817501		2018/04/18	RESTRICTION-LAND
YR2849828		2018/07/16	BYLAW
YR3197795		2021/01/22	NOTICE
YRCP1604		2025/12/16	STANDARD CONDO PLN
YR3877442		2025/12/16	CONDO DECLARATION

Permitted encumbrances shall also include those by-laws, rules and regulations of the condominium corporation, together with all amendments thereof, entered into by or in favour of the condominium corporation and registered against title to the Real Property pursuant to or in connection with the Condominium Act, 1998 (Ontario), as amended from time to time.

**CAMERON STEPHENS MORTGAGE
CAPITAL LTD.**

Applicant

and

2011836 ONTARIO CORP., et al.

Respondents

Court File No. CV-23-00710795-00CL

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

Proceeding commenced at Toronto

**AMENDED AND RESTATED APPROVAL
AND VESTING ORDER (STACKED UNIT
305 AGREEMENT AS AMENDED MAY 12,
2026)**

Paliare Roland Rosenberg Rothstein LLP
155 Wellington Street West, 35th Floor
Toronto ON M5V 3H1
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ryan.shah@paliareroland.com

**Lawyers for the Receiver,
Albert Gelman Inc.**

TAB 5

Court File No. CV-23-00710795-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE _____) ~~WEEKDAY, THE #~~
JUSTICE STEELE) THURSDAY, THE 21ST
DAY OF ~~MONTH, 20YR~~ MAY, 2026

B E T W E E N:

PLAINTIFF

Plaintiff

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and -

DEFENDANT

Defendant

2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,

1000162801 ONTARIO CORP., AMERICAN CORPORATION

and 1000199992 ONTARIO CORP.

Respondents

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

**AMENDED AND RESTATED APPROVAL AND VESTING ORDER (STACKED UNIT
305 AGREEMENT AS AMENDED MAY 12, 2026)**

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ Albert Gelman Inc. in its capacity as the Court-appointed receiver (the "Receiver") of the undertaking, property and assets of ~~[DEBTOR]~~ (the "Debtor" Jefferson Properties Limited Partnership ("JPLP") and 2011836 Ontario Corp. ("201Co," and, together with JPLP, the "Debtors") for an order approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between ~~the Receiver~~ JPLP, as vendor, and ~~[NAME OF PURCHASER]~~ Salman Khawar Khawaja (born February 3, 1984), as purchaser (the "**Purchaser**"), dated ~~[DATE]~~ June 3, 2021 (as amended June 4, 2021, October 26 and 28, 2021, October 1, 2025 and May 12, 2026) and appended to ~~the~~ Eleventh Report of the Receiver dated ~~[DATE]~~ May 13, 2026 (the "**Eleventh Report**"), and vesting in the Purchaser the Debtor's right, title and interest in and to the assets described in the Sale Agreement (the "**Purchased Assets**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the eleventh Report and on hearing the submissions of counsel for the Receiver, ~~[NAMES OF OTHER PARTIES APPEARING]~~, and those other parties listed on the counsel slip, no one appearing for any other person on the service list, although properly served as appears from the affidavit of [NAME] sworn [DATE] filed¹: Lawyer's Certificate of Service of Ryan Shah dated May 15, 2026;

1. THIS COURT ORDERS that the Order of Justice Conway dated January 28, 2026 and approving the Sale Agreement is hereby amended restated in the form of this Order.

1.2. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, -and the execution of the Sale Agreement by ~~the Receiver~~ JPLP is hereby

¹ This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.

authorized and approved, with such minor amendments as the Receiver may deem necessary.- The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Purchased Assets to the Purchaser.

2.3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule A hereto (the "**Receiver's Certificate**"), all of the ~~Debtor's~~Debtors' right, title and interest in and to the Purchased Assets described in the Sale Agreement ~~[and listed on Schedule B hereto]~~ shall vest absolutely in the Purchaser, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**"~~—~~)) including, without limiting the generality of the foregoing: ~~—~~(i) any encumbrances or charges created by the Order of the Honourable Justice ~~[NAME]~~Cavanagh dated ~~[DATE]~~December 21, 2023; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule D) and, for greater certainty, this Court orders that all of the

Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

3.4. THIS COURT ORDERS that upon the registration in ~~the Land Registry Office for the [Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver][Land Titles Division of {LOCATION}]~~Land Registry Office #65 of an Application for Vesting Order in the form prescribed by the Land Titles Act and/or the Land Registration Reform Act], the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the “**Real Property**”) in fee simple, and is hereby directed to ~~delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto;~~

(a) delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto; and

(b) vest title to the Real Property in the Purchaser as herein provided, free and clear of, and without regard to, any relevant writs of executions that may have been filed with the Sheriff as against each and every registered owner of the Real Property, either before or after the date of this Order.

4.5. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds ~~from the sale of the Purchased Assets~~ shall stand in the place and stead of the Purchased Assets, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the

Purchased Assets immediately prior to the sale-, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5.6. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.

~~6. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

~~7. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "●" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~

8.7. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of the ~~Debtor~~Debtors and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the ~~Debtor~~Debtors;

the vesting of the Purchased Assets in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the ~~Debtor~~Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

~~9. THIS COURT ORDERS AND DECLARES that the Transaction is exempt from the application of the Bulk Sales Act (Ontario).~~

~~10.8.~~ THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. –All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the

Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

Schedule A – Form of Receiver's Certificate

Court File No. CV-23-00710795-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

B E T W E E N:

PLAINTIFF

Plaintiff

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and -

DEFENDANT

Defendant

2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,

1000162801 ONTARIO CORP., AMERICAN CORPORATION

and 1000199992 ONTARIO CORP.

Respondents

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

SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS
AMENDED

RECEIVER'S CERTIFICATE

RECITALS

- (a) Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~Justice Cavanagh of the Ontario Superior Court of Justice Commercial List (the "**Court**") dated ~~[DATE OF ORDER]~~, ~~[NAME OF RECEIVER]~~December 21, 2023, Albert Gelman Inc. was appointed as the receiver (the "**Receiver**") of the undertaking, property and assets of ~~[DEBTOR]~~ (Jefferson Properties Limited Partnership and 2011836 Ontario Corp. (together the "**DebtorDebtors**")).
- (b) Pursuant to an Order of the Court dated ~~[DATE]~~January 28, 2026, the Court approved the agreement of purchase and sale made as of ~~[DATE OF AGREEMENT]~~ (June 3, 2021 (as amended from time to time, the "**Sale Agreement**") between the ~~Receiver [Debtor] and [NAME OF PURCHASER]~~JPLP, as vendor, and Salman Khawar Khawaja, as purchaser (the "**Purchaser**")), and provided for the vesting in the Purchaser of the ~~Debtor's~~Debtors' right, title and interest in and to the ~~Purchased Assets~~Unit, which vesting is to be effective with respect to the ~~Purchased Assets~~Unit upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the ~~Purchased Assets~~Unit; (ii) that the conditions to Closing as set out in ~~section 4 of~~ the Sale Agreement have been satisfied or waived by the

Receiver and the Purchaser; and (iii) the transaction contemplated by the Sale Agreement (the "Transaction") has been completed to the satisfaction of the Receiver.

- (c) Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Sale Agreement.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Purchased Assets Unit payable on the Closing Date pursuant to the Sale Agreement;
2. The conditions to Closing as set out in section 4.1 of the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

[NAME OF RECEIVER], Albert Gelman Inc., in its capacity as Receiver of the undertaking, property and assets of [DEBTOR], the Debtors, and not in its personal capacity

Per: _____

Name:

Title:

Schedule B – Purchased Assets

As in PIN 30136-0056:

UNIT 41, LEVEL 2, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1604 AND
ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS
AS SET OUT IN SCHEDULE A AS IN YR3877442; CITY OF RICHMOND HILL; and

As in PIN 30136-0101:

UNIT 41, LEVEL A, YORK REGION STANDARD CONDOMINIUM PLAN NO. 1604 AND
ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS
AS SET OUT IN SCHEDULE A AS IN YR3877442; CITY OF RICHMOND HILL.

Schedule C – Claims to be deleted and expunged from title to Real Property

<u>Instrument Number</u>	<u>Registration</u>	<u>Date</u>	<u>Instrument Type</u>
<u>YR3059206</u>		<u>2020/01/22</u>	<u>CHARGE</u>
<u>YR3059207</u>		<u>2020/01/22</u>	<u>NO ASSGN RENT GEN</u>
<u>YR3391499</u>		<u>2022/03/08</u>	<u>CHARGE PARTNERSHIP</u>
<u>YR3391500</u>		<u>2022/03/08</u>	<u>NO ASSGN RENT GEN</u>
<u>YR3391505</u>		<u>2022/03/08</u>	<u>POSTPONEMENT</u>
<u>YR3391506</u>		<u>2022/03/08</u>	<u>POSTPONEMENT</u>
<u>YR3394837</u>		<u>2022/03/15</u>	<u>CHARGE PARTNERSHIP</u>
<u>YR3394838</u>		<u>2022/03/15</u>	<u>POSTPONEMENT</u>
<u>YR3573855</u>		<u>2023/07/14</u>	<u>CHARGE PARTNERSHIP</u>
<u>YR3573856</u>		<u>2023/07/14</u>	<u>NO ASSGN RENT GEN</u>
<u>YR3573875</u>		<u>2023/07/14</u>	<u>POSTPONEMENT</u>
<u>YR3573876</u>		<u>2023/07/14</u>	<u>POSTPONEMENT</u>
<u>YR3633117</u>		<u>2023/12/21</u>	<u>CONSTRUCTION LIEN</u>
<u>YR3633148</u>		<u>2023/12/21</u>	<u>CONSTRUCTION LIEN</u>
<u>YR3633578</u>		<u>2023/12/22</u>	<u>APL COURT ORDER</u>
<u>YR3639060</u>		<u>2024/01/18</u>	<u>CONSTRUCTION LIEN</u>

<u>YR3639938</u>	<u>2024/01/23</u>	<u>CONSTRUCTION LIEN</u>
<u>YR3640642</u>	<u>2024/01/25</u>	<u>CERTIFICATE</u>
<u>YR3640988</u>	<u>2024/01/25</u>	<u>CONSTRUCTION LIEN</u>
<u>YR3641032</u>	<u>2024/01/26</u>	<u>CERTIFICATE</u>
<u>YR3641202</u>	<u>2024/01/26</u>	<u>CONSTRUCTION LIEN</u>
<u>YR3641779</u>	<u>2024/01/29</u>	<u>CONSTRUCTION LIEN</u>
<u>YR3641791</u>	<u>2024/01/30</u>	<u>CERTIFICATE</u>
<u>YR3641807</u>	<u>2024/01/30</u>	<u>CERTIFICATE</u>
<u>YR3642669</u>	<u>2024/01/31</u>	<u>CONSTRUCTION LIEN</u>
<u>YR3642916</u>	<u>2024/01/31</u>	<u>CONSTRUCTION LIEN</u>
<u>YR3644513</u>	<u>2024/02/06</u>	<u>CERTIFICATE</u>
<u>YR3644991</u>	<u>2024/02/07</u>	<u>CONSTRUCTION LIEN</u>
<u>YR3648247</u>	<u>2024/02/15</u>	<u>CONSTRUCTION LIEN</u>
<u>YR3649549</u>	<u>2024/02/21</u>	<u>CONSTRUCTION LIEN</u>
<u>YR3650696</u>	<u>2024/02/26</u>	<u>CERTIFICATE</u>
<u>YR3652169</u>	<u>2024/02/29</u>	<u>CONSTRUCTION LIEN</u>
<u>YR3654135</u>	<u>2024/03/05</u>	<u>CONSTRUCTION LIEN</u>
<u>YR3654276</u>	<u>2024/03/06</u>	<u>CERTIFICATE</u>
<u>YR3654700</u>	<u>2024/03/07</u>	<u>CONSTRUCTION LIEN</u>
<u>YR3654913</u>	<u>2024/03/07</u>	<u>CERTIFICATE</u>
<u>YR3654920</u>	<u>2024/03/07</u>	<u>CONSTRUCTION LIEN</u>
<u>YR3655108</u>	<u>2024/03/08</u>	<u>CONSTRUCTION LIEN</u>
<u>YR3655160</u>	<u>2024/03/08</u>	<u>CONSTRUCTION LIEN</u>

<u>YR3655638</u>	<u>2024/03/11</u>	<u>CONSTRUCTION LIEN</u>
<u>YR3656016</u>	<u>2024/03/12</u>	<u>CERTIFICATE</u>
<u>YR3659634</u>	<u>2024/03/22</u>	<u>CERTIFICATE</u>
<u>YR3659635</u>	<u>2024/03/22</u>	<u>CERTIFICATE</u>
<u>YR3659990</u>	<u>2024/03/25</u>	<u>CONSTRUCTION LIEN</u>
<u>YR3661692</u>	<u>2024/03/28</u>	<u>CONSTRUCTION LIEN</u>
<u>YR3664929</u>	<u>2024/04/10</u>	<u>CERTIFICATE</u>
<u>YR3665046</u>	<u>2024/04/10</u>	<u>CERTIFICATE</u>
<u>YR3667343</u>	<u>2024/04/17</u>	<u>CERTIFICATE</u>
<u>YR3668010</u>	<u>2024/04/18</u>	<u>CERTIFICATE</u>
<u>YR3670417</u>	<u>2024/04/25</u>	<u>CONSTRUCTION LIEN</u>
<u>YR3671162</u>	<u>2024/04/29</u>	<u>CERTIFICATE</u>
<u>YR3672182</u>	<u>2024/05/01</u>	<u>CERTIFICATE</u>
<u>YR3672188</u>	<u>2024/05/01</u>	<u>CERTIFICATE</u>
<u>YR3682798</u>	<u>2024/05/31</u>	<u>CERTIFICATE</u>
<u>YR3699638</u>	<u>2024/07/17</u>	<u>CERTIFICATE</u>
<u>YR3854586</u>	<u>2025/10/23</u>	<u>APL COURT ORDER</u>

Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants
related to the Real Property
(unaffected by the Vesting Order)

<u>Instrument Number</u>	<u>Registration</u>	<u>Date</u>	<u>Instrument Type</u>
<u>RH69583</u>		<u>1979/04/06</u>	<u>BYLAW</u>
<u>YR2622073</u>		<u>2017/02/07</u>	<u>TRANSFER EASEMENT</u>
<u>YR2644669</u>		<u>2017/03/28</u>	<u>TRANSFER EASEMENT</u>
<u>YR2817498</u>		<u>2018/04/18</u>	<u>TRANSFER EASEMENT</u>
<u>YR2817501</u>		<u>2018/04/18</u>	<u>RESTRICTION-LAND</u>
<u>YR2849828</u>		<u>2018/07/16</u>	<u>BYLAW</u>
<u>YR3197795</u>		<u>2021/01/22</u>	<u>NOTICE</u>
<u>YRCP1604</u>		<u>2025/12/16</u>	<u>STANDARD CONDO PLN</u>
<u>YR3877442</u>		<u>2025/12/16</u>	<u>CONDO DECLARATION</u>

Permitted encumbrances shall also include those by-laws, rules and regulations of the condominium corporation, together with all amendments thereof, entered into by or in favour of the condominium corporation and registered against title to the Real Property pursuant to or in connection with the Condominium Act, 1998 (Ontario), as amended from time to time.

**CAMERON STEPHENS MORTGAGE
CAPITAL LTD.**

Applicant

and

2011836 ONTARIO CORP., et al.

Respondents

Court File No. CV-23-00710795-00CL

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

Proceeding commenced at Toronto

**AMENDED AND RESTATED APPROVAL
AND VESTING ORDER (STACKED UNIT
305 AGREEMENT AS AMENDED MAY 12,
2026)**

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Lawyers for the Receiver,
Albert Gelman Inc.

TAB 6

Court File No. CV-23-00710795-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	THURSDAY, THE 21ST
	)	
JUSTICE STEELE	)	DAY OF MAY, 2026

CAMERON STEPHENS MORTGAGE CAPITAL LTD.

Applicant

- and -

**2011836 ONTARIO CORP., JEFFERSON PROPERTIES LIMITED PARTNERSHIP,
1000162801 ONTARIO CORP., AMERICAN CORPORATION
and 1000199992 ONTARIO CORP.**

Respondents

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

ANCILLARY RELIEF ORDER

THIS MOTION, made by Albert Gelman Inc. in its capacity as receiver and manager (in such capacity, the “**Receiver**”) without security, of all present and future property, assets and undertakings of 2011836 Ontario Corp. and Jefferson Properties Limited Partnership (collectively, the “**Debtors**”), including the real property listed in Schedule “A” to the order of Justice Cavanagh, dated December 21, 2023 (the “**Appointment Order**”), for an Order approving, among other things, an approval and vesting order and various amendments to the Appointment Order, was heard on this day by videoconference.

ON READING the Receiver's Notice of Motion, the Eleventh Report of the Receiver dated May 15, 2026 (the "**Eleventh Report**") and on hearing the submissions of counsel for the Receiver and the other parties listed on the counsel slip, no one appearing for any other party although duly served as appears from the Lawyer's Certificates of Service of Ryan Shah, dated May 15, 2026,

A. Definitions

1. THIS COURT ORDERS that, for the purposes of this Order, capitalized terms not otherwise defined herein shall have the meaning given to them in the Eleventh Report.

B. Service

2. THIS COURT ORDERS that the time for service and filing of the Receiver's Motion Record and Factum are hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

3. THIS COURT ORDERS that, for the avoidance of doubt, service of the Receiver's Motion Record and Factum is validated as against Fanseay Wang.

C. Approval of Receiver's Reports and Receiver's Fees and Activities

4. THIS COURT ORDERS that the Eleventh Report and the Receiver's activities set out therein are hereby ratified and approved, provided, however, that only the Receiver in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

5. THIS COURT ORDERS that the fees and disbursements of the Receiver and its legal counsel as described in the Eleventh Report, the fee affidavit of Bryan Gelman sworn May 13, 2026, the fee affidavit of Candace Baumtrog sworn May 12, 2026 and the fee affidavit of Rejean D. Theriault sworn May 14, 2026 are hereby approved.

D. Amendments to Appointment Order

6. THIS COURT ORDERS that paragraph 3(k) of the Appointment Order be deleted in its entirety and replaced with the following:

“(k) to sell, convey, transfer, or assign the Property or any part or parts thereof out of the ordinary course of business, including the Units (as this term is defined in the Sixth Report of the Receiver, dated September 9, 2025),

a. if the transaction is not in respect of a Unit, (1) without the approval of this Court in respect of any transaction not exceeding \$250,000 or (2) with the approval of this Court, in respect of any other transaction; or

b. if the transaction is in respect of a Unit, (1) without the approval of this Court, provided that the total consideration payable by the purchaser(s) for the Unit under an agreement of purchase and sale, net of HST and taking into account any incentives, rebates, or discounts on the purchase price in favour of the purchaser, is not less than $\frac{1}{1.13}$ of the Target Price for that Unit set out in Confidential Appendix 1 to the Second Supplement to the Sixth Report of the Receiver, dated December 17, 2025 and (b) the agreement of purchase and sale is substantially in the form of either the Freehold Template or the Stacked Template (as both of these terms are defined in the First Supplement to the Sixth Report of the Receiver,

date December 9, 2025), as applicable, subject to such minor deviations from the Template APSs (as this term is defined in the First Supplement to the Sixth Report of the Receiver, date December 9, 2025) as the Receiver deems appropriate, including the inclusion of the applicable HST Schedule attached as Appendix G to the Eleventh Report of the Receiver dated May 14, 2026, or (2) with the approval of the Court,

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

E. Sealing Order

7. THIS COURT ORDERS that the Confidential Appendices to the Eleventh Report shall be treated as confidential, sealed and not form part of the public court record until the Project is complete and all of the Units are sold or until further order of the Court.

F. General

8. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Toronto Time on the date hereof and are enforceable without the need for entry, filing, or a specific form of electronic signature stamp.

**CAMERON STEPHENS MORTGAGE
CAPITAL LTD.**

Applicant

and

2011836 ONTARIO CORP., et al.

Respondents

Court File No. CV-23-00710795-00CL

**ONTARIO
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ANCILLARY RELIEF ORDER

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**CAMERON STEPHENS MORTGAGE
CAPITAL LTD.**

and

2011836 ONTARIO CORP., et al.

Applicant

Respondents

Court File No. CV-23-00710795-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
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**APPLICATION UNDER SUBSECTION 243(1) OF THE
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c. B-3, AS AMENDED AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS
AMENDED**

Proceeding commenced at Toronto

**MOTION RECORD OF THE RECEIVER
(MOTION RETURNABLE MAY 21, 2026)**

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