

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

**KINGSETT MORTGAGE CORPORATION**

Applicant

- and -

**MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD.  
and 2552741 ONTARIO INC.**

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  
(Deposit Return Protocol Approval)**

January 13, 2025

**FASKEN MARTINEAU DuMOULIN LLP**  
Barristers and Solicitors  
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Lawyers for Aviva Insurance Company of Canada

**TO: THE SERVICE LIST**

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

B E T W E E N:

**KINGSETT MORTGAGE CORPORATION**

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SECTION 101 OF THE COURTS OF JUSTICE ACT, R.S.O. 1990, c. C.43, AS AMENDED**

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TAB 1

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

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SECTION 101 OF THE *COURTS OF JUSTICE ACT*, R.S.O. 1990, c. C.43, AS AMENDED**

**NOTICE OF MOTION  
(Deposit Return Protocol Approval)**

Aviva Insurance Company of Canada (“**Aviva**”) will bring a motion to the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) on Thursday, January 16, 2025 at 10:00 a.m., or as soon after that time as the motion can be heard via Zoom videoconference, at the courthouse, 330 University Avenue, Toronto, Ontario.

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

[https://ca01web.zoom.us/j/68763445471?pwd=c212MHFNenltVXZrS0NYTkZXWUdQQT09#s  
uccess](https://ca01web.zoom.us/j/68763445471?pwd=c212MHFNenltVXZrS0NYTkZXWUdQQT09#success)

Meeting ID: 687 6344 5471 Passcode: 530196

**THE MOTION IS FOR:**

1. an Order substantially in the form of the draft order included in the motion record served herewith, among other things:
  - (a) abridging the time for, and validating service of, this Notice of Motion and supporting materials such that the motion is properly returnable on January 16, 2025, and dispensing with further service thereof;
  - (b) approving the Deposit Return Protocol (the “**DRP**”); and
2. such further and other relief as to this Honourable Court may seem just;

**THE GROUNDS FOR THE MOTION ARE**

***Background***

3. Aviva, through its administrative agent, Westmount Guarantee Services Inc., has issued certain Tarion Warranty Corporation Bonds in favour of Tarion Warranty Corporation (“**Tarion**”) in connection with the real estate townhome development known as “Urban North Townhomes” located at the municipal address 700-780 Mapleview Drive East, Barrie, Ontario (the “**Project**”);
4. On March 21, 2024, the Court appointed KSV Restructuring Inc. as the receiver and manager (in such capacity, the “**Receiver**”) of certain property, assets, and undertakings of Mapleview Developments Ltd. (“**Mapleview**”), Pace Mapleview Ltd., and 2552741 Ontario Inc. (collectively, the “**Debtors**”), including the Project;

5. On May 30, 2024, the Court approved a sale process and stalking horse bid (the “**Bid**”) in respect of the Project. The Bid was ultimately deemed the successful bid in the sale process;

6. On August 16, 2024, the Court made an order (the “**Sale Approval Order**”) approving a sale transaction (the “**Transaction**”) as contemplated in the Bid and vesting in the purchaser the Debtors’ right, title, interest in and to the Project and other purchased assets, free and clear of all encumbrances;

7. Pursuant to the Sale Approval Order, upon the closing of the Transaction, the Receiver was entitled to terminate the pre-sale agreements of purchase and sale of condominium units (“**Units APSs**”);

8. The Units APSs were terminated and disclaimed by the Receiver pursuant to the Sale Approval Order;

### ***The DRP***

9. When the Transaction was approved by the Court, the purchasers party to the Units APSs with respect to townhomes in Phase 1 and Phase 4A and 4B, classified as “stacked townhomes” by Maplevue (the “**Unit Purchasers**”), were advised that the deposits paid pursuant to their Unit APSs were insured, and that the Unit Purchasers would be able to recover the full amount of their deposits in due course;

10. Since that time, Tarion and Aviva, in consultation with the Receiver, have negotiated and agreed upon a deposit return protocol (the “**DRP**”) to facilitate the return of deposits to the Unit Purchasers;

11. The terms of the DRP are to be carried out immediately following approval of the DRP by the Court;

12. The approval of the DRP is necessary and appropriate in the circumstances and will facilitate the orderly and efficient return of deposits and other amounts owing to the Unit Purchasers;

***Other Grounds***

13. Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c B-3, as amended;

14. Section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended;

15. Rules 1.04, 1.05, 2.03, 3.02, 16 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended;

16. The inherent and equitable jurisdiction of this Court; and

17. 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 the motion:

(a) the Third Report of the Receiver, to be filed;

(b) the affidavit of Darren O’Sullivan, sworn January 13, 2025; and

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



January 13, 2025

**FASKEN MARTINEAU DuMOULIN LLP**

Barristers and Solicitors  
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Bay Adelaide Centre, Box 20  
Toronto ON M5H 2T6

**Mitch Stephenson (LSO: 73064H)**

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Lawyers for Aviva Insurance Company of  
Canada

**TO: THE SERVICE LIST**

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

KINGSETT MORTGAGE CORPORATION

- and - MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD.  
and 2552741 ONTARIO INC.

Applicant

Respondents

Court File No. CV-24-00716511-00CL

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

**Proceeding commenced at Toronto**

**NOTICE OF MOTION**  
**(Deposit Return Protocol Approval)**

**FASKEN MARTINEAU DuMOULIN LLP**

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333 Bay Street, Suite 2400  
Bay Adelaide Centre, Box 20  
Toronto ON M5H 2T6

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Lawyers for Aviva Insurance Company of Canada

TAB 2

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

**KINGSETT MORTGAGE CORPORATION**

Applicant

- and -

**MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD  
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Respondents

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

**AFFIDAVIT OF DARREN O’SULLIVAN  
(Sworn January 13, 2025)**

I, Darren O’ Sullivan, of the City of Burlington, in the Province of Ontario, MAKE OATH  
AND SAY:

1. I am a Senior Claim Specialist, Surety Risk Management of Aviva Insurance Company of Canada (“**Aviva**”). Aviva, through its administrative agent, Westmount Guarantee Services Inc., has issued certain Tarion Warranty Corporation Bonds in favour of Tarion Warranty Corporation (“**Tarion**”) in connection with the real estate townhome development known as “Urban North Townhomes” located at the municipal address 700-780 Mapleview Drive East, Barrie, Ontario (the “**Project**”).

2. Given my role and involvement with the Project and these receivership proceedings (the “**Proceedings**”), I have personal knowledge of the matters set forth herein. Where the facts set forth herein are stated to be based on information received from others, I have identified the source of the information and believe it to be true.

3. I swear this affidavit in support of Aviva’s motion for an order approving the DRP (as defined below).

#### **A. Background**

4. I understand that further background for these Proceedings will be set forth in more detail in the Third Report of the Receiver, to be filed in support of Aviva’s motion.

5. On March 21, 2024, the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) appointed KSV Restructuring Inc. (“**KSV**”) as the receiver and manager (in such capacity, the “**Receiver**”) of certain property, assets, and undertakings of Maplevue Developments Ltd. (“**Maplevue**”), Pace Maplevue Ltd., and 2552741 Ontario Inc. (collectively, the “**Debtors**”), including the Project.

6. On May 30, 2024, the Court approved a sale process and stalking horse bid (the “**Bid**”) in respect of the Project. The Bid was ultimately deemed the successful bid in the sale process.

7. On August 16, 2024, the Court made an order (the “**Sale Approval Order**”) approving a sale transaction (the “**Transaction**”) as contemplated in the Bid and vesting in the purchaser the Debtors’ right, title, interest in and to the Project and other purchased assets, free and clear of all encumbrances. A copy of the Sale Approval Order is attached as **Exhibit “A”**.

8. Pursuant to paragraph 6 of the Sale Approval Order, upon the closing of the Transaction, the Receiver was entitled to terminate the pre-sale agreements of purchase and sale of condominium units (“**Units APSs**”). I am advised by the Receiver that the Units APSs were terminated and disclaimed by the Receiver pursuant to the Sale Approval Order.

## **B. The DRP**

9. When the Transaction was approved by the Court, the purchasers party to the Units APSs with respect to townhomes in Phase 1 and Phase 4A and 4B, classified as “stacked townhomes” by Maplevue (the “**Unit Purchasers**”), were advised that the deposits paid pursuant to their Unit APSs were insured, and that the Unit Purchasers would be able to recover the full amount of their deposits in due course.

10. Since that time, Tarion and Aviva, in consultation with the Receiver, have negotiated and agreed upon a deposit return protocol (the “**DRP**”) to facilitate the return of deposits to the Unit Purchasers. A copy of the agreed upon DRP is attached as **Exhibit “B”**.

11. It is Aviva’s intention, and I understand it is the Receiver’s and Tarion’s intention as well, to carry out the terms of the DRP immediately following approval of the DRP by the Court.

**SWORN REMOTELY** by Darren O’Sullivan  
of the City of Burlington, in the Province of  
Ontario, before me at the City of Toronto, in  
the Province of Ontario, on January 13, 2025  
in accordance with O. Reg. 431/20,  
Administering Oath or Declaration Remotely.

*Julia Chung*

Commissioner for Taking Affidavits  
(or as may be)

**JULIA CHUNG (LSO: 90012D)**

DocuSigned by:

*Darren O'Sullivan*

**DARREN O’SULLIVAN**

This is **Exhibit “A”** referred to in the Affidavit of Darren O'Sullivan of the City of Burlington, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on this 13th day of January, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Julia Chung

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*Commissioner for Taking Affidavits (or as may  
be) Julia Chung (LSO #90012D)*





Court File No. CV-24-00716511-00CL

**ONTARIO**

**SUPERIOR COURT OF JUSTICE**

**(COMMERCIAL LIST)**

THE HONOURABLE

)

FRIDAY, THE 16TH

JUSTICE CAVANAGH

)

DAY OF AUGUST, 2024

)

B E T W E E N:

**KINGSETT MORTGAGE CORPORATION**

Applicant

- and -

**MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD. and 2552741  
ONTARIO INC.**

Respondents

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

**SALE APPROVAL, VESTING AND ANCILLARY MATTERS ORDER**

**THIS MOTION**, made by KSV Restructuring Inc. in its capacity as the Court-appointed receiver and manager (the "**Receiver**") without security, of the real property legally described in Schedule "A-1" and Schedule "A-2" (collectively the "**Lands**") hereto and all present and future assets, undertakings and personal property, with the exception of certain deposit monies, of Maplevue Developments Ltd. ("**Maplevue**"), Pace Maplevue Ltd. ("**Pace**") and 2552741 Ontario Inc. ("**255 Ontario**") and together with Maplevue and Pace, the "**Debtors**" and each a "**Debtor**"), located at, related to, used in connection with or arising from or out of the Lands or

which is necessary to the use and operation of the Lands, including all proceeds thereto, for an order, among other things, (a) approving the sale transaction (the "**Transaction**") contemplated by an agreement of purchase and sale between the Receiver and Dunsire Homes Inc. (the "**Purchaser**") dated May 9, 2024, as amended on August 15, 2024 (the "**Sale Agreement**"); (b) vesting in the Purchaser the Debtors' right, title and interest in and to the Purchased Assets (as defined in the Sale Agreement); (c) approving the First Report of the Receiver dated May 21, 2024 (the "**First Report**") and the Second Report of the Receiver dated July 26, 2024 (the "**Second Report**"), and the Receiver's conduct and activities described therein; and (d) approving the fees and disbursements of the Receiver and the Receiver's counsel, Osler, Hoskin & Harcourt LLP ("**Osler**"), as set out in the Affidavit of Noah Goldstein sworn on July 26, 2024 attached at Appendix "H" to the Second Report (the "**Goldstein Affidavit**") and the Affidavit of David Rosenblat sworn on July 26, 2024 attached at Appendix "I" to the Second Report (the "**Rosenblat Affidavit**" and, together with the Goldstein Affidavit, the "**Fee Affidavits**"), was heard this day by judicial videoconference via Zoom in Toronto, Ontario.

**ON READING** the Notice of Motion of the Receiver, the First Report, the Second Report and the Appendices thereto, and on hearing the submissions of counsel for the Receiver, and such other counsel as were present, no one appearing for any other person on the service list, although properly served as appears from the affidavit of Sierra Farr affirmed July 29, 2024, filed,

1. **THIS COURT ORDERS** that unless otherwise indicated herein, capitalized words and terms have the meanings given to them in the Sale Agreement or the Second Report, as applicable.
2. **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 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.

#### **VESTING AND REGISTRATION ON TITLE**

3. **THIS COURT ORDERS** that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as Schedule "B" hereto (the "**Receiver's**

**Certificate**”), all of the Purchased Assets, including, without limitation, all of the Debtor's right, title and interest in and to:

- (a) the Lands described in Schedule “A-1” shall vest absolutely in Dunsire Properties Inc. (the “**Dunsire Properties Lands**”); and
- (b) the Lands described in Schedule “A-2”, which right, title and interest in respect of Simcoe Common Elements Condominium Plan no. 497 and its appurtenant interest, being PIN 59497-0001(LT), is not fee simple but is evidenced by the declaration registered as instrument no. SC1974651 only, shall vest absolutely in the Purchaser (the “**Purchaser Lands**”),

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 Osborne made on March 21, 2024; (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; (iii) all rights any person had, has, or may in the future have in connection with or arising from any agreements of purchase and sale for the purchase of any or all of the Property by a builder, homeowner and/or any other Person (“**Buyer Agreements**”) entered into by a Debtor, and (iv) 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 shall be expunged and discharged as against the Purchased Assets upon the delivery of the Receiver’s Certificate.

4. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the appropriate Land Titles Division 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:

- (a) Dunsire Properties Inc. as the owner of the Dunsire Properties Lands, each as identified in Schedule “A-1” hereto, in fee simple; and

- (b) the Purchaser as the owner of the Purchaser Lands each as identified in Schedule “A-2” hereto, in fee simple (save and except with respect to Simcoe Common Elements Condominium Plan no. 497 and its appurtenant interest, being PIN 59497-0001(LT)),

and is hereby directed to delete and expunge from title to the Lands all of the Claims listed in Schedule “C” hereto. For the avoidance of doubt, this Court orders that upon the registration in the Land Registry Office for the appropriate Titles Division 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 not transfer title of, nor enter the Purchaser as owner of, Simcoe Common Elements Condominium Plan no. 497 and its appurtenant interest, being PIN 59497-0001(LT), with the Purchaser’s interest in this parcel to be evidenced by the Declaration registered as Instrument No. SC1974651.

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** that the Receiver is hereby authorized and directed, on or prior to Closing, to terminate and disclaim the Buyer Agreements and, following the delivery of the Receiver’s Certificate in accordance with this Order, such Buyer Agreements shall cease to be continuing obligations effective against the Property or binding on the Purchaser.

#### **PORTLAND RESERVE**

7. **THIS COURT ORDERS** that the Receiver is authorized and directed to establish, hold and maintain a reserve (the “**Portland Reserve**”), which shall be separate from the cash portions of the Purchase Price contemplated by Sections 2.3(1)(a), (b) and (d) of the Sale Agreement, in the amount of \$2.3 million (the “**Portland Reserve Amount**”), which Portland Reserve shall be fully funded in cash by the Purchaser on or prior to Closing, subject to paragraph 8 of this Order. The Portland Reserve shall be returned to the Purchaser or paid to Portland, as the case may be,

upon the earlier of: (i) the date upon which the Purchaser and Portland resolve the priority dispute relating to the priority of the advances made under the Portland Mortgage (the “**Priority Dispute**”), (ii) the date upon which this Court makes a determination on the Priority Dispute and the entitlement to amounts held in the Portland Reserve, and (iii) September 30, 2024, in the event Portland fails to file any court materials in respect of the Priority Dispute with this Court, in which case the Portland Reserve shall be paid to the Purchaser.

8. **THIS COURT ORDERS** that the Purchaser may provide letter(s) of credit and/or bond(s) in favour of the Receiver as security for the Portland Reserve equal to all or part of the Portland Reserve Amount, the principal amount of which shall reduce the amount of the Portland Reserve that the Purchaser must fund in cash pursuant to paragraph 7 of this Order, provided that such letter(s) of credit and/or bond(s) are in form and substance satisfactory to the Receiver, acting reasonably.

#### **LIEN CLAIMANTS’ RESERVE**

9. **THIS COURT ORDERS** that the Receiver is authorized and directed to establish, hold and maintain a reserve (the “**Lien Claimants’ Reserve**”), which shall be separate from the cash portions of the Purchase Price contemplated by Sections 2.3(1)(a), (b) and (d) of the Sale Agreement, in the amount of \$19,704,333.28 (the “**Lien Claimants’ Reserve Amount**”), which Lien Claimants’ Reserve shall be fully funded in cash by the Purchaser on or prior to Closing, subject to paragraph 10 of this Order.

10. **THIS COURT ORDERS** that the Purchaser may provide letter(s) of credit and/or bond(s) in favour of the Receiver as security for the Lien Claimants’ Reserve equal to all or part of the Lien Claimants’ Reserve Amount, the principal amount of which shall reduce the amount of the Lien Claimants’ Reserve that the Purchaser must fund in cash pursuant to paragraph 9 of this Order, provided that such letter(s) of credit and/or bond(s) are in form and substance satisfactory to the Receiver, acting reasonably.

11. **THIS COURT ORDERS** that any Person with a claim for a Priority Payable (a “**Priority Payables Claim**”) shall provide the Receiver with such supporting evidence as the Receiver, in consultation with the Purchaser, may have requested or requests as of the date hereof, by no later than August 23, 2024.

12. **THIS COURT ORDERS** that the Receiver is authorized and directed to pay from time to time from the Lien Claimants' Reserve any amounts in respect of Priority Payable Claims (in aggregate up to the amount of the Lien Claimants' Reserve) that:

- (a) the Receiver determines is a Priority Payable, with the consent of the Purchaser and the holder of the applicable Priority Payable Claim; or
- (b) is ordered by this Court,

which payments shall be in satisfaction of the portion of the Purchase Price contemplated by Section 2.3(1)(c) of the Sale Agreement.

13. **THIS COURT ORDERS** that, subject to the resolution and/or determination of the Priority Payables Claims pursuant to paragraph 12 of this Order, any amounts remaining in the Lien Claimants' Reserve shall be returned to the Purchaser.

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

15. **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 and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

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, 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.

## APPROVAL OF RECEIVER'S REPORTS AND ACTIVITIES

16. **THIS COURT ORDERS** that each of the First Report and the Second Report, and the actions, conduct and activities of the Receiver referred to therein, be and are hereby approved; provided, however, that only KSV, in its capacity as Receiver and not 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.

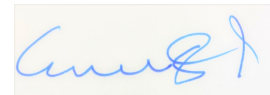
17. **THIS COURT ORDERS** that the fees and disbursements of the Receiver up until July 22, 2024, as set out in the Second Report and the Goldstein Affidavit, are hereby approved.

18. **THIS COURT ORDERS** that the fees and disbursements of Osler up until July 26, 2024, as set out in the Second Report and the Rosenblat Affidavit, are hereby approved.

## GENERAL

19. **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.

20. **THIS COURT ORDERS** that this Order is effective from today's date and is enforceable without the need for entry and filing.



---

Justice Cavanagh

**Schedule “A-1” – Dunsire Properties Lands**

**58091-3890 (LT)**

BLOCK 11, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

**58091-3902 (LT)**

BLOCK 23, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PT BLOCK 16, PLAN 51M1193, PART 1 ON PLAN 51R-43821 AS IN SC1954517; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; SUBJECT TO AN EASEMENT OVER PART 2, 3 AND 4 ON PLAN 51R-43820 IN FAVOUR OF BLOCKS 6, 8, 16 AND 17 ON PLAN 51M-1193 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT OVER PARS 2-4, PLAN 51R43820 IN FAVOUR OF PART 1, PLAN 51R43825 AS IN SC1957472; TOGETHER WITH AN EASEMENT OVER PARTS 2-8, PLAN 51R43821 AS IN SC1957476; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6 PLAN 51M1193 DESIGNATED AS PART 121 ON PLAN 51R-43634 AS IN SC1949088; CITY OF BARRIE

**58091-4802 (LT)**

PART SOUTH HALF LOT 16, CONCESSION 12 INNISFIL, PART 1, PLAN 51R-43825; SUBJECT TO AN EASEMENT OVER PART 1 PLAN 51R43845 IN FAVOUR OF BLOCK 8, PLAN 51M1193 AS IN SC1954516; SUBJECT TO AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 IN FAVOUR OF BLOCK 6, 8, 16, 17 AND 23 ON PLAN 51M1193 AS IN SC1954522; TOGETHER WITH AN EASEMENT OVER BLOCK 6, PLAN 51M1193, PART 121 ON PLAN 51R43634 AS IN SC1957473; TOGETHER WITH AN EASEMENT OVER PART 1 ON PLAN 51R-43822 AS IN SC1957474; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8, DESIGNATED AS PARTS 2, 3, 4, 5, 6, 7, 8 AND 9, ON PLAN 51R-43822 AS IN SC1957475; TOGETHER WITH AN EASEMENT OVER PARTS 2-4, PLAN 51R43820 AS IN SC1957472; TOGETHER WITH AN EASEMENT OVER PARTS 2-8, PLAN 51R43821 AS IN SC1957476; CITY OF BARRIE



**Schedule “A-2” – Purchaser Lands**

**59497-0001 (LT)**

SIMCOE COMMON ELEMENTS CONDOMINIUM PLAN NO. 497 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SC1974651; CITY OF BARRIE

**58091-5319 (LT)**

PART BLOCK 8, PLAN 51M1193, PART 19, PLAN 51R43822; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART SOUTH HALF LOT 16, CONCESSION 12 INNISFIL, PART 1, PLAN 51R-43845 AS IN SC1954516; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6 PLAN 51M1193 DESIGNATED AS PART 121 ON PLAN 51R-43634 AS IN SC1949088; TOGETHER WITH AN EASEMENT OVER PARTS 2-8, PLAN 51R43821 AS IN SC1957476; TOGETHER WITH AN EASEMENT AS IN SC1969381; SUBJECT TO AN EASEMENT AS IN SC1969381; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 1-18, PLAN 51R43822 AS IN SC2023926; TOGETHER WITH AN EASEMENT OVER PARTS 1-18, PLAN 51R43822 AS IN SC2023926; CITY OF BARRIE

**58091-5140 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 118, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5139 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 117, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN

SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5138 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 116, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5137 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 115, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5136 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 114, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN

SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5135 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 113, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5134 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 112, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5133 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 111, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193

PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5116 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 94, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521;

**58091-5115 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 93, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5114 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 92, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820

AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5113 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 91, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5112 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 90, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5111 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 89, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON

PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5110 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 88, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5109 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 87, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954

**58091-5098 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 76, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5083 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 61, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5072 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 50, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5071 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 49, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5070 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 48, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5069 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 47, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5068 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 46, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE



**58091-5067 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 45, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5066 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 44, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5065 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 43, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5048 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 26, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5047 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 25, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5046 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 24, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5045 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 23, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5044 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 22, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5043 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 21, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5042 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 20, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-5041 (LT)**

PART OF BLOCK 6, PLAN 51M-1193, DESIGNATED AS PART 19, PLAN 51R-43634 TOGETHER WITH AN UNDIVIDED COMMON INTEREST IN SIMCOE COMMON ELEMENTS CONDOMINIUM CORPORATION NO. 497; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PLAN 51M1193 PART 1 51R43822 AS IN SC1954518; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN EASEMENT AS IN SC1974651; CITY OF BARRIE

**58091-4598 (LT)**

PART BLOCK 4 PLAN 51M1193 PART 23 51R43276; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT IN GROSS OVER PART 23 51R43276 AS IN SC1914093; CITY OF BARRIE

**58091-3901 (LT)**

BLOCK 22, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

**58091-3900 (LT)**

BLOCK 21, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097;  
SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 6, 7, 8 AND 9, PLAN 51R42805 AS  
IN SC1750701; CITY OF BARRIE

**58091-3899 (LT)**

BLOCK 20, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097;  
CITY OF BARRIE

**58091-3898 (LT)**

BLOCK 19, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097;  
CITY OF BARRIE

**58091-3897 (LT)**

BLOCK 18, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097;  
SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 10, 11, 12, 13 AND 14, PLAN  
51R42805 AS IN SC1750702; TOGETHER WITH AN EASEMENT OVER PARTS 2-8, PLAN  
51R43821 AS IN SC1957476; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK  
6 PLAN 51M1193 DESIGNATED AS PART 121 ON PLAN 51R-43634 AS IN SC1949088;  
CITY OF BARRIE

**58091-3896 (LT)**

BLOCK 17, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097;  
SUBJECT TO AN EASEMENT AS IN SC1762581; SUBJECT TO AN EASEMENT AS IN  
SC1908016; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1914093; TOGETHER WITH  
AN EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-  
43822 AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23  
PART 2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN  
EASEMENT OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; CITY OF  
BARRIE

**58091-3895 (LT)**

BLOCK 16, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097;  
SUBJECT TO AN EASEMENT AS IN SC1908016; SUBJECT TO AN EASEMENT IN GROSS  
AS IN SC1914093; SUBJECT TO AN EASEMENT OVER PART 1 ON PLAN 51R-43821 IN  
FAVOUR OF BLOCK 23, PLAN 51M-1193 AS IN SC1954517; TOGETHER WITH AN  
EASEMENT OVER PART OF BLOCK 8 PART 2, 3, 4, 5, 6, 7, AND 8 ON PLAN 51R-43822  
AS IN SC1954520; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 23 PART  
2, 3 AND 4 ON PLAN 51R-43820 AS IN SC1954521; TOGETHER WITH AN EASEMENT  
OVER PARTS 2, 3, 4, AND 5 ON PLAN 51R-43845 AS IN SC1954522; SUBJECT TO AN  
EASEMENT OVER PARTS 2-8, PLAN 51R43821 IN FAVOUR OF PART 1, PLAN 51R43825  
AS IN SC1957476; TOGETHER WITH AN EASEMENT OVER PARTS 2-8, PLAN 51R43821

AS IN SC1957476; TOGETHER WITH AN EASEMENT OVER PART OF BLOCK 6 PLAN 51M1193 DESIGNATED AS PART 121 ON PLAN 51R-43634 AS IN SC1949088; CITY OF BARRIE

**58091-3894 (LT)**

BLOCK 15, PLAN 51M1193; SUBJECT TO AN EASEMENT AS IN SC212816; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

**58091-3893 (LT)**

BLOCK 14, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

**58091-3891 (LT)**

BLOCK 12, PLAN 51M1193; SUBJECT TO AN EASEMENT AS IN SC212816; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

**58091-3889 (LT)**

BLOCK 10, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

**58091-3888 (LT)**

BLOCK 9, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; CITY OF BARRIE

**58091-3886 (LT)**

BLOCK 7, PLAN 51M1193; SUBJECT TO AN EASEMENT IN GROSS AS IN SC1712097; SUBJECT TO AN EASEMENT IN GROSS OVER PART 2 51R42804 AS IN SC1914093; CITY OF BARRIE

**Schedule “B” – Form of Receiver’s Certificate**

Court File No. CV-24-00716511-00CL

***ONTARIO***

**SUPERIOR COURT OF JUSTICE**

**(COMMERCIAL LIST)**

**B E T W E E N:**

**KINGSETT MORTGAGE CORPORATION**

**Applicant**

**- and –**

**MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD. and 2552741  
ONTARIO INC.**

**Respondents**

**RECEIVER’S CERTIFICATE**

**RECITALS**

- A. Pursuant to an Order of the Honourable Justice Osborne of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on March 21, 2024, KSV Restructuring Inc. was appointed as the receiver and manager (the "**Receiver**") of the Lands and all present and future assets, undertakings and personal property, with the exception of certain deposit monies, of Maplevue Developments Ltd. ("**Maplevue**"), Pace Maplevue Ltd. ("**Pace**") and 2552741 Ontario Inc. ("**255 Ontario**") and together with Maplevue and Pace, the "**Debtors**" and each a "**Debtor**", located at, related to, used in connection with or arising from or out of the Lands or which is necessary to the use and operation of the Lands, including all proceeds thereto.
- B. Pursuant to an Order of the Court dated August 16, 2024, the Court approved the agreement of purchase and sale made as of May 9, 2024 (the "**Sale Agreement**") between the Receiver

and Dunsire Homes Inc. (the "**Purchaser**"), and provided for the vesting in the Purchaser of the Debtor's right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets (as defined in the Sale Agreement) 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, the Lien Claimants' Reserve and Portland Reserve (collectively, the "**Reserves**"); (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 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 payable on the Closing Date pursuant to the Sale Agreement, and the Reserves;
2. The conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser, as applicable;
3. The Transaction has been completed to the satisfaction of the Receiver; and
4. This Certificate was delivered by the Receiver at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [DATE].

**KSV RESTRUCTURING INC., in its  
capacity as Receiver, and not in its personal  
or corporate capacity**

Per: \_\_\_\_\_

Name:

Title:



**Schedule “C” – Instruments to be Deleted from Title**

1. Instrument No. SC1371405 being a Charge registered on December 14, 2016,
2. Instrument No. SC1371406 being a Notice Of Assignment Of Rents – General registered on December 14, 2016.
3. Instrument No. SC1371448 being an Application To Annex Restrictive Covenants registered on December 15, 2016.
4. Instrument No. SC1629461 being a Charge registered on October 4, 2019.
5. Instrument No. SC1629462 being a Notice Of Assignment Of Rents – General registered on October 4, 2019.
6. Instrument No. SC1630186 being a Postponement of Interest registered on October 8, 2019.
7. Instrument No. SC1630187 being a Postponement of Interest registered on October 8, 2019.
8. Instrument No. SC1697535 being a Postponement of Interest registered on July 30, 2020.
9. Instrument No. SC1697536 being a Postponement of Interest registered on July 30, 2020.
10. Instrument No. SC1697537 being a Postponement of Interest registered on July 30, 2020.
11. Instrument No. SC1712098 being a Postponement of Interest registered on September 21, 2020.
12. Instrument No. SC1712100 being a Postponement of Interest registered on September 21, 2020.
13. Instrument No. SC1750693 being a Postponement of Interest registered on February 1, 2021.
14. Instrument No. SC1750695 being a Postponement of Interest registered on February 1, 2021.
15. Instrument No. SC1750699 being a Postponement of Interest registered on February 1, 2021.
16. Instrument No. SC1812774 being a Postponement of Interest registered on August 9, 2021.
17. Instrument No. SC1812776 being a Postponement of Interest registered on August 9, 2021.
18. Instrument No. SC1812777 being a Postponement of Interest registered on August 9, 2021.
19. Instrument No. SC1812778 being a Postponement of Interest registered on August 9, 2021.

20. Instrument No. SC1914095 being a Postponement of Interest registered on July 14, 2022.
21. Instrument No. SC1914096 being a Postponement of Interest registered on July 14, 2022.
22. Instrument No. SC1914097 being a Postponement of Interest registered on July 14, 2022.
23. Instrument No. SC1914098 being a Postponement of Interest registered on July 14, 2022.
24. Instrument No. SC1950702 being a Charge registered on December 8, 2022.
25. Instrument No. SC1950703 being a Notice Of Assignment Of Rents – General registered on December 8, 2022.
26. Instrument No. SC1950751 being a Postponement of Interest registered on December 9, 2022.
27. Instrument No. SC1950752 being a Postponement of Interest registered on December 9, 2022.
28. Instrument No. SC1950753 being a Postponement of Interest registered on December 9, 2022.
29. Instrument No. SC2046338 being an Application To Register Court Order registered on March 27, 2024.
30. Instrument No. SC2033365 being a Construction Lien registered on January 16, 2024.
31. Instrument No. SC2035151 being a Construction Lien registered on January 25, 2024.
32. Instrument No. SC2035152 being a Construction Lien registered on January 25, 2024.
33. Instrument No. SC2035175 being a Construction Lien registered on January 26, 2024.
34. Instrument No. SC2035627 being a Construction Lien registered on January 29, 2024.
35. Instrument No. SC2037627 being a Construction Lien registered on February 7, 2024.
36. Instrument No. SC2038691 being a Construction Lien registered on February 14, 2024.
37. Instrument No. SC2040070 being a Construction Lien registered on February 22, 2024.
38. Instrument No. SC2043424 being a Certificate of Action registered on March 13, 2024.
39. Instrument No. SC2043534 being a Certificate of Action registered on March 14, 2024.
40. Instrument No. SC2044557 being a Construction Lien registered on March 19, 2024.
41. Instrument No. SC2044696 being a Certificate of Action registered on March 20, 2024.
42. Instrument No. SC2045301 being a Construction Lien registered on March 22, 2024.

43. Instrument No. SC2045656 being a Construction Lien registered on March 25, 2024.
44. Instrument No. SC2047466 being a Construction Lien registered on April 3, 2024.
45. Instrument No. SC2048080 being a Construction Lien registered on April 5, 2024.
46. Instrument No. SC2049621 being a Certificate of Action registered on April 15, 2024.
47. Instrument No. SC2050439 being a Construction Lien registered on April 18, 2024.
48. Instrument No. SC2051181 being a Certificate of Action registered on April 23, 2024.
49. Instrument No. SC2051496 being a Certificate of Action registered on April 24, 2024.
50. Instrument No. SC2053634 being a Certificate of Action registered on May 2, 2024.
51. Instrument No. SC2053635 being a Certificate of Action registered on May 2, 2024.
52. Instrument No. SC2055060 being a Certificate of Action registered on May 10, 2024.
53. Instrument No. SC2055197 being a Certificate of Action registered on May 13, 2024.
54. Instrument No. SC2055523 being a Certificate of Action registered on May 14, 2024.
55. Instrument No. SC2056084 being a Certificate of Action registered on May 16, 2024.
56. Instrument No. SC2056484 being a Construction Lien registered on May 17, 2024.
57. Instrument No. SC2056579 being a Certificate of Action registered on May 17, 2024.
58. Instrument No. SC2057952 being a Certificate of Action registered on May 27, 2024.
59. Instrument No. SC2033632 being a Construction Lien registered on January 17, 2024.
60. Instrument No. SC2040126 being a Certificate of Action registered on February 22, 2024.
61. Instrument No. SC1750712 being a Postponement of Interest registered on February 1, 2021.
62. Instrument No. SC1750714 being a Postponement of Interest registered on February 1, 2021.
63. Instrument No. SC1750715 being a Postponement of Interest registered on February 1, 2021.
64. Instrument No. SC1750716 being a Postponement of Interest registered on February 1, 2021.
65. Instrument No. SC1750718 being a Postponement of Interest registered on February 1, 2021.

66. Instrument No. SC1750719 being a Postponement of Interest registered on February 1, 2021.
67. Instrument No. SC1750721 being a Postponement of Interest registered on February 1, 2021.
68. Instrument No. SC1750722 being a Postponement of Interest registered on February 1, 2021.
69. Instrument No. SC1750723 being a Postponement of Interest registered on February 1, 2021.
70. Instrument No. SC1750725 being a Postponement of Interest registered on February 1, 2021.
71. Instrument No. SC1892098 being a Postponement of Interest registered on May 2, 2022.
72. Instrument No. SC1892100 being a Postponement of Interest registered on May 2, 2022.
73. Instrument No. SC1892101 being a Postponement of Interest registered on May 2, 2022.
74. Instrument No. SC1892102 being a Postponement of Interest registered on May 2, 2022.
75. Instrument No. SC2027194 being a Construction Lien registered on December 8, 2023.
76. Instrument No. SC2039582 being a Certificate of Action registered on February 20, 2024.
77. Instrument No. SC2044916 being a Postponement of Interest registered on March 21, 2024.
78. Instrument No. SC1927187 being a Charge registered on September 1, 2022.
79. Instrument No. SC1927188 being a Postponement of Interest registered on September 1, 2022.
80. Instrument No. SC1927190 being a Postponement of Interest registered on September 1, 2022.
81. Instrument No. SC1950754 being a Postponement of Interest registered on December 9, 2022.
82. Instrument No. SC2027192 being a Construction Lien registered on December 8, 2023.
83. Instrument No. SC2039588 being a Certificate of Action registered on February 20, 2024.
84. Instrument No. SC2049020 being a Construction Lien registered on April 11, 2024.
85. Instrument No. SC1672099 being a Notice registered on April 1, 2020.
86. Instrument No. SC1950755 being a Postponement of Interest registered on December 9, 2022.

- 87. Instrument No. SC2033630 being a Construction Lien registered on January 17, 2024.
- 88. Instrument No. SC2040129 being a Certificate of Action registered on February 22, 2024.
- 89. Instrument No. SC2040624 being a Charge registered on February 27, 2024.
- 90. Instrument No. SC2051969 being a Construction Lien registered on April 26, 2024.

**Schedule “D” – Permitted Encumbrances, Easements and Restrictive Covenants  
related to the Lands**

**(unaffected by the Vesting Order)**

1. The exceptions and qualifications set out in the Section 44(1) of the Land Titles Act (Ontario) and/or on the parcel register for the Lands;
2. The reservations, limitations, provisos and conditions expressed in the original grant from the Crown;
3. The easements, servitudes, rights-of-way, licences, restrictions listed in paragraph 9, below, registered against the Lands as of the date of this agreement and other encumbrances and/or agreements with respect thereto (including, without limiting the generality of the foregoing, easements, rights-of-way and agreements for sewers, drains, gas and water mains or electric light and power or telephone, telecommunications or cable conduits, poles, wires and cables);
4. Any unregistered easements for sewer drains, gas and water mains or electric light and power or telephone, telecommunications or cable conduits, poles, wires and cables;
5. Inchoate liens for taxes, assessments, public utility charges, which are due but the validity of which are being contested in good faith by the Receiver provided that the Receiver has provided security which in the opinion of the Receiver, acting reasonably, is necessary to avoid any lien, charge or encumbrance arising with respect thereto;
6. Any encroachments, minor defects or irregularities indicated on the surveys of the Lands, prepared by Ontario Land Surveyors;
7. Zoning (including, without limitation, airport zoning regulations), use and building by-laws and ordinances, federal, provincial or municipal by-laws and regulations, work orders, deficiency notices and any other noncompliance;

8. Any subdivision agreements, site plan agreements, development agreements and any other agreements registered against the Lands as of the date of the Agreement with the municipality, region, publicly regulated utilities or other governmental authorities having jurisdiction; Plans, by-laws or transfers registered on title to the Lands as of the date of the Agreement.
9. The following instruments registered on title to the Lands:
  - a. Instrument No. SC212816 being a Transfer of Easement registered on April 22, 2004.
  - b. Instrument No. SC1675080 being a Notice of a Subdivision Pre-servicing Agreement registered on April 17, 2020.
  - c. Instrument No. SC1711838 being a Notice of an Adjacent Development Agreement registered on September 18, 2020.
  - d. Instrument No. SC1712097 being a Transfer of Easement registered on September 21, 2020.
  - e. Instrument No. SC1712099 being a Postponement of Interest registered on September 21, 2020.
  - f. Instrument No. 51M1193 being a Plan of Subdivision registered on January 21, 2021.
  - g. Instrument No. SC1750692 being a Notice of a Residential Subdivision Agreement registered on February 1, 2021.
  - h. Instrument No. SC1750694 being a Postponement of Interest registered on February 1, 2021.
  - i. Instrument No. SC1750698 being a Postponement of Interest registered on February 1, 2021.
  - j. Instrument No. SC1750701 being a Transfer of Easement for Storm Drainage and Catchbasins registered on February 1, 2021.
  - k. Instrument No. SC1750702 being a Transfer of Easement for Storm Drainage and Catchbasins registered on February 1, 2021.

- l. Instrument No. SC1750717 being a Postponement of Interest registered on February 1, 2021.
- m. Instrument No. SC1750724 being a Postponement of Interest registered on February 1, 2021.
- n. Instrument No. SC1762581 being a Transfer of Easement registered on March 15, 2021.
- o. Instrument No. SC1812773 being a Notice of Site Plan Development Agreement registered on August 9, 2021.
- p. Instrument No. SC1812775 being a Postponement of Interest registered on August 9, 2021.
- q. Instrument No. SC1812779 being a Postponement of Interest registered on August 9, 2021.
- r. Instrument No. SC1861837 being By-Law Number 2021-110 registered on January 19, 2022.
- s. Instrument No. SC1892097 being a Notice of a Site Plan Development Agreement registered on May 2, 2022.
- t. Instrument No. SC1908016 being a Transfer of Easement registered on June 23, 2022.
- u. Instrument No. SC1914093 being a Transfer of Easement registered on July 14, 2022.
- v. Instrument No. SC1914094 being a Postponement of Interest registered on July 14, 2022.
- w. Instrument No. SC1936244 being By-Law Number 2022-087 registered on October 11, 2022.
- x. Instrument No. SC1949088 being a Transfer of Easement registered on December 1, 2022.
- y. Instrument No. SC1950162 being an Application for Absolute Title registered on December 7, 2022.



- z. Instrument No. SC1954516 being a Transfer of Easement registered on December 22, 2022.
- aa. Instrument No. SC1954517 being a Transfer of Easement registered on December 22, 2022.
- bb. Instrument No. SC1954518 being a Transfer of Easement registered on December 22, 2022.
- cc. Instrument No. SC1954520 being a Transfer of Easement registered on December 22, 2022.
- dd. Instrument No. SC1954521 being a Transfer of Easement registered on December 22, 2022.
- ee. Instrument No. SC1954522 being a Transfer of Easement registered on December 22, 2022.
- ff. Instrument No. SC1957472 being a Transfer of Easement registered on January 13, 2023.
- gg. Instrument No. SC1957473 being a Transfer of Easement registered on January 13, 2023.
- hh. Instrument No. SC1957474 being a Transfer of Easement registered on January 13, 2023.
- ii. Instrument No. SC1957475 being a Transfer of Easement registered on January 13, 2023.
- jj. Instrument No. SC1957476 being a Transfer of Easement registered on January 13, 2023.
- kk. Instrument No. SC1965934 being a Land Registrar's Order registered on March 6, 2023.
- ll. Instrument No. SC1965946 being a Land Registrar's Order registered on March 6, 2023.
- mm. Instrument No. SC1969381 being a Condominium Declaration registered on March 24, 2023.

- nn. Instrument No. SC1974651 being a Condominium Declaration registered on April 21, 2023.
- oo. Instrument No. SC1975417 being Condominium By-Law No. 1 of Simcoe Common Elements Condominium Corporation No. 497 registered on April 26, 2023.
- pp. Instrument No. SC1975418 being Condominium By-Law No. 2 of Simcoe Common Elements Condominium Corporation No. 497 registered on April 26, 2023.
- qq. Instrument No. SC1975419 being Condominium By-Law Condominium By-Law No.3 of Simcoe Common Elements Condominium Corporation No. 497 registered on April 26, 2023.
- rr. Instrument No. SC1994663 being an Amendment to Condominium Declaration registered on July 19, 2023.
- ss. Instrument No. SC2009555 being a Land Registrar's Order registered on September 20, 2023.
- tt. Instrument No. SC2023926 being an Amendment to Condominium Declaration registered on November 23, 2023.
- uu. Instrument No. SCP496 being a Standard Condominium Plan registered on March 24, 2023.
- vv. Instrument No. SCP497 being a Condominium Plan registered on April 21, 2023.
- ww. Instrument No. 51R43634 being a Reference Plan registered on August 17, 2022.
- xx. Instrument No. 51R42804 being a Reference Plan registered on January 22, 2021.
- yy. Instrument No. 51R42805 being a Reference Plan registered on January 22, 2021.
- zz. Instrument No. 51R43820 being a Reference Plan registered on December 5, 2022.
- aaa. Instrument No. 51R43276 being a Reference Plan registered on December 7, 2021.
- bbb. Instrument No. 51R43821 being a Reference Plan registered on December 5, 2022.
- ccc. Instrument No. 51R43593 being a Reference Plan registered on July 12, 2022.

- ddd. Instrument No. 51R43825 being a Reference Plan registered on December 7, 2022.
- eee. Instrument No. 51R43845 being a Reference Plan registered on December 20, 2022.
- fff. Instrument No. 51R43822 being a Reference Plan registered on December 5, 2022.
- ggg. Instrument No. SC1932935 being a Notice of Change of Address for Service registered on September 26, 2022.
- hhh. Instrument No. SC1629459 being a Charge registered on October 4, 2019.
- iii. Instrument No. SC1629460 being a Notice Of Assignment Of Rents – General registered on October 4, 2019.
- jjj. Instrument No. SC1865269 being a Notice registered on January 28, 2022.
- kkk. Instrument No. SC1922627 being a Notice registered on August 16, 2022.
- lll. Instrument No. SC1949664 being a Transfer registered on December 5, 2022.
- mmm. Instrument No. SC1949663 being a Transfer registered on December 5, 2022.
- nnn. Instrument No. SC1949662 being a Transfer registered on December 5, 2022.
- ooo. Instrument No. SC1949088 being a Transfer of Easement registered on December 1, 2022.
- ppp. Instrument No. SC1659142 being a Transfer registered on January 31, 2020.
- qqq. Instrument No. SC1671569 being a Charge registered on March 31, 2020.
- rrr. Instrument No. SC1671570 being a Notice Of Assignment Of Rents – General registered on March 31, 2020.
- sss. Instrument No. SC1688997 being a Charge registered on June 24, 2020.
- ttt. Instrument No. SC1804677 being a Notice registered on July 15, 2021.
- uuu. Instrument No. SC1865270 being a Notice registered on January 28, 2022.
- vvv. Instrument No. SC1922628 being a Notice registered on August 16, 2022.
- www. Instrument No. SC1950534 being a Notice registered on December 8, 2022.
- xxx. Instrument No. SC1950535 being a Postponement registered on December 8, 2022.
- yyy. Instrument No. SC2044821 being a Transfer of Charge registered on March 21, 2024.

**KINGSETT MORTGAGE CORPORATION**

-and-

**MAPLEVIEW DEVELOPMENTS LTD. et al.**

Applicant

Respondents

Court File No. CV-24-00716511-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
Proceeding commenced at Toronto

**SALE APPROVAL, VESTING AND ANCILLARY**  
**MATTERS ORDER**

**OSLER, HOSKIN & HARCOURT LLP**  
1 First Canadian Place  
100 King Street West, Suite 6200  
Toronto, ON M5X 1B8

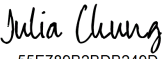
**Marc Wasserman (LSO# 44066M)**  
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Tel: (416) 862-4204  
Email: bmcradu@osler.com

*Lawyers for the Receiver*

This is **Exhibit “B”** referred to in the Affidavit of Darren O'Sullivan of the City of Burlington, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on this 13th day of January, 2025 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:  
  
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*Commissioner for Taking Affidavits (or as may  
be) Julia Chung (LSO #90012D)*

**Mapleview Developments Ltd., Pace Mapleview Ltd. and 2552741 Ontario Inc.**  
**Deposit Return Protocol**  
**(the “Protocol”)**

- (1) Pursuant to the Sale Approval, Vesting and Ancillary Matters Order dated August 16, 2024 (the “**Court Order**”) made by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) issued in the receivership proceedings of Mapleview Developments Ltd., Pace Mapleview Ltd. and 2552741 Ontario Inc. (together, the “**Company**”) bearing court file number CV-24-00716511-00CL, certain Unit Purchase Agreements (“**Unit APSs**”) for Phase 1 and Phases 4A and 4B of the “Urban North Townhomes” project that was to be constructed on the real property located at 700-780 Mapleview Drive East, Barrie (the “**Project**”) have been terminated. In connection with the Project, Aviva Insurance Company of Canada (“**Aviva**”) provided Tarion Warranty Corporation (“**Tarion**”) with Tarion Bond Nos. 233589-17, 201010003A and 221010008.
- (2) KSV Restructuring Inc. in its capacity as Receiver (as defined in the Court Order) shall send letters to the known purchasers under the Unit APSs (in the case of Phase 1, the “**Phase 1 Purchasers**”, and in the case of Phases 4A and 4B, the “**Phases 4A and 4B Purchasers**”, and collectively, the “**Purchasers**”) (a) notifying them that the Court has approved this Protocol to refund the deposits that the Purchasers provided under the Unit APSs (which deposit amounts include any amounts that would be a valid deposit claim under the *Ontario New Home Warranties Plan Act* (together with the regulations promulgated thereunder, the “**ONHWPA**”), Master Deposit Insurance Policy #212300006), and/or the *Condominium Act*, as the case may be) together with any accrued interest that the Purchasers are legally entitled to receive pursuant to the provisions of the *Condominium Act, 1998* (Ontario), as amended, and the applicable Unit APS (in the case of Phase 1, the “**Phase 1 Deposits**”, and in the case of Phases 4A and 4B, the “**Phases 4A and 4B Deposits**”, and collectively, the “**Deposits**”), (b) attaching a release and termination agreement substantially in the form attached hereto as **Schedule “A”** with necessary modifications as the context may require (the “**Release and Termination Agreement**”), (c) providing a link to Aviva’s agent website (“**Aviva Agent Website**”) containing information and instructions on the filing of claims pursuant to this Protocol; and (d) in the case of the Phases 4A and 4B Purchasers only, providing a link to Tarion’s website that contains information and instructions on the filing of claims pursuant to this Protocol (the “**Tarion Website**”). The Receiver will provide a final copy of each letter delivered pursuant to this paragraph to Aviva and Tarion, with a copy to Devry Smith Frank LLP (the “**Escrow Agent**”), as soon as reasonably practicable following such delivery.
- (3) As soon as practicable following the Court’s approval of this Protocol, the Receiver will deliver to Tarion an executed statutory declaration substantially in the form attached as **Schedule “B”** (the “**Receiver Statutory Declaration**”).
- (4) The Receiver will make a written request to the Company to deliver to Tarion an executed statutory declaration substantially in the form attached as **Schedule “C”** (the “**Company Statutory Declaration**”). Failure by the Company to provide the Company Statutory Declaration will not prevent the return to Phase 1 Purchasers of the Phase 1 Deposits or the return to Phases 4A and 4B Purchasers of the Phases 4A and 4B Deposits and is not a condition of any such return.
- (5) Upon the Court’s approval of this Protocol, all Deposits together with all accrued interest thereon and any remaining balance in the deposit trust account(s) for the Project (collectively, the “**DTA**”), shall be transferred forthwith by the Escrow Agent to Aviva or its authorized agent, which amount shall be held by Aviva or such authorized agent (as applicable) pursuant to the terms of this Protocol. The Escrow Agent shall thereafter close the DTA as soon as reasonably practicable.

## Phase 1 Procedure

- (6) Following receipt of the letter contemplated in paragraph (2) hereof, each of the Phase 1 Purchasers will upload their executed Release and Termination Agreement with a copy of their valid, government-issued photo ID, a mailing address for the return of their Phase 1 Deposits and a confirmation of the principal amount of their Phase 1 Deposits to be returned to the Aviva Agent Website. The Receiver may also provide such materials as provided by Phase 1 Purchasers to Aviva or Aviva's authorized agent, or to Tarion.
- (7) Aviva or its authorized agent will assemble an electronic brief (each, a "**Phase 1 Brief**") in respect of each of the terminated Unit APSs for Phase 1 of the Project, which Phase 1 Brief will include the following (to the extent available):
  - (a) a Release and Termination Agreement executed by the applicable Phase 1 Purchaser;
  - (b) a copy of the applicable Phase 1 Purchaser's valid, government, issued photo ID;
  - (c) a copy of the first page of the applicable Unit APS; and
  - (d) a copy of any amendment or assignment of the applicable Unit APS in the Escrow Agent's possession.
- (8) Aviva or its authorized agent will send the completed Phase 1 Briefs to Tarion on a monthly basis. Upon receipt of a Phase 1 Brief, Tarion shall, within ten (10) business days, confirm to Aviva or its authorized agent in writing that the documentation in the applicable Phase 1 Briefs is complete and that Aviva's liability to the relevant Phase 1 Purchasers for claims related to the Project or the Phase 1 Deposits will be extinguished once Aviva or its authorized agent releases such Phase 1 Deposits to such Phase 1 Purchasers.
- (9) Provided that Tarion has issued a confirmation for the applicable Phase 1 Briefs in accordance with paragraph (8) hereof, Aviva or its authorized agent will, on a monthly basis, release the corresponding Phase 1 Deposits to the applicable Phase 1 Purchasers by issuing refund cheques in the names of the applicable Phase 1 Purchasers (or by another payment method as any Phase 1 Purchaser may direct Aviva or its authorized agent in writing, *provided that* Aviva or its authorized agent have determined that such payment method is reasonable and appropriate in the circumstances).
- (10) Within ten (10) business days of each monthly release of Phase 1 Deposits pursuant to paragraph (9) hereof, Aviva or its authorized agent will provide to Tarion confirmation of the release of the Phase 1 Deposit refund cheques in respect of the applicable Unit APSs by delivering an executed statutory declaration substantially in the form attached as Schedule "D" (the "**Aviva Statutory Declaration**").
- (11) Provided it has received a satisfactory confirmation from Aviva or its authorized agent issued in accordance with paragraph (10) hereof, Tarion will, on a monthly and unit-by-unit basis, provide confirmation to Aviva or its authorized agent that the applicable Tarion bonds have been reduced in the amount of the applicable Phase 1 Deposits released.
- (12) Aviva or its authorized agent will provide Tarion with a monthly deposit report of the Phase 1 Deposits released and the Phase 1 Deposits not released.
- (13) Once all of the Phase 1 Deposits have been returned to the Phase 1 Purchasers whose Unit APSs have been terminated, and upon being satisfied that its liability to the relevant Phase 1 Purchasers for claims in respect of their respective Phase 1 Deposits has been extinguished, Tarion will, to the extent it has not already done so pursuant to paragraph (11) hereof, correspondingly reduce the

amount of the applicable Tarion bonds; *provided, however*, that Tarion shall at all times be entitled to retain a sufficient portion of the applicable Tarion bonds to cover Tarion's reasonably foreseeable liabilities in respect of amounts secured by such bonds that have not been extinguished at the time of any reduction proposed pursuant to this paragraph (13). Upon being satisfied that its liability in respect of amounts secured by the applicable Tarion bonds has been extinguished, Tarion shall return the applicable Tarion bonds to Aviva for cancellation within ten (10) business days.

#### **Phases 4A and 4B Procedure**

- (14) Upon the Court's approval of this Protocol and the payment of the amount contemplated by this paragraph, Aviva shall forthwith pay to Tarion the amount of \$6,420,000 in full satisfaction of the aggregate face value of the Tarion bonds issued in respect of Phases 4A and 4B of the Project. Within ten (10) business days of the receipt of such payment, Tarion shall return the applicable Tarion bonds to Aviva for cancellation accompanied by a full release letter of each such bond in form and substance satisfactory to Aviva.
- (15) Following receipt of the letter contemplated in paragraph (2) hereof, each of the Phases 4A and 4B Purchasers will upload their executed Release and Termination Agreement with a copy of their valid, government-issued photo ID, a mailing address for the return of their Phases 4A and 4B Deposits, a confirmation of the principal amount of their Phases 4A and 4B Deposits to be returned and any other required documents and/or information to the Tarion Website *and* the Aviva Agent Website, as applicable. The Receiver may also provide such materials as provided by Phases 4A and 4B Purchasers to Tarion, Aviva or Aviva's authorized agent.

#### ***For the first \$20,000 of each Phases 4A and 4B Deposit and interest thereon (i.e., the Tarion backstopped-portion)***

- (16) Tarion will accept, revise or reject claims of Phases 4A and 4B Purchasers in respect of their Phases 4A and 4B Deposits in accordance with Tarion's ordinary claims review procedures under the ONHWPA, provided, however, that (a) Tarion shall have the right, but not the obligation, to consult with the Receiver and/or Aviva during its review of such claims; and (b) Tarion shall provide Aviva with monthly updates in respect of such process on an aggregated basis, including, without limitation, with respect to amounts attributable to interest paid to Phases 4A and 4B Purchasers.

#### ***For the portion of each Phases 4A and 4B Deposits in excess of \$20,000 plus interest thereon***

- (17) Aviva or its authorized agent will assemble an electronic brief (each, a "**Phases 4A and 4B Brief**") in respect of each of the terminated Unit APSs for Phases 4A and 4B of the Project for which a deposit in excess of \$20,000 was paid, which Phases 4A and 4B Brief will include the following (to the extent available):
- (a) a Release and Termination Agreement executed by the applicable Phases 4A and 4B Purchaser;
  - (b) a copy of the applicable Phases 4A and 4B Purchaser's valid, government, issued photo ID;
  - (c) a copy of the first page of the applicable Unit APS; and
  - (d) a copy of any amendment or assignment of the applicable Unit APS in the Escrow Agent's possession.
- (18) Provided that Aviva confirms the documents in the applicable Phases 4A and 4B Brief is complete, Aviva or its authorized agent will, on a monthly basis, release the Phases 4A and 4B Deposits in excess of \$20,000 to the applicable Phases 4A and 4B Purchasers by issuing refund cheques in the names of the applicable Phases 4A and 4B Purchasers (or by another payment method as any Phases



4A or 4B Purchaser may direct Aviva or its authorized agent in writing, provided that Aviva or its authorized agent have determined that such payment method is reasonable and appropriate in the circumstances).

SCHEDULE “A” TO THE DEPOSIT RETURN PROTOCOL

“Urban North Townhomes”

**RELEASE AND TERMINATION AGREEMENT**

BETWEEN:

■ [Counterparty to be updated to accord with context, as may be required]

(hereinafter collectively called the “**Counterparty**”)

- and -

---

(hereinafter collectively called the “**Purchaser**”)

**WHEREAS** the Purchaser and Maplevue Developments Ltd. (the “**Vendor**”) entered into an agreement of purchase and sale dated \_\_, (the “**Purchase Agreement**”) pertaining to the Purchaser’s acquisition from the Vendor of DWELLING UNIT \_\_ on LEVEL \_\_, \_\_ ( ) PARKING UNIT(S) and \_\_ ( ) LOCKER UNIT(S), together with an undivided interest in the common elements appurtenant to such units (all of which are hereinafter collectively defined as the “**Purchased Units**”), in accordance with the condominium plan documentation proposed to be registered against those lands and premises situate in the \_\_, municipally located at 700-780 Maplevue Drive East, Barrie and legally described as \_\_ and more particularly described in the Purchase Agreement (the “**Urban North Townhomes Project**”);

**AND WHEREAS** pursuant to an Order made by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated March 21, 2024 in the proceeding bearing court file number CV-24-00716511-00CL (the “**Proceeding**”), KSV Restructuring Inc. was appointed as receiver and manager (in such capacity, the “**Receiver**”) of certain of the property of the Vendor under the *Bankruptcy and Insolvency Act* (Canada) and the *Courts of Justice Act* (Ontario);

**AND WHEREAS** pursuant to an Order made by the Court dated August 16, 2024 in the Proceeding, the Purchase Agreement between the Vendor and the Purchaser has been terminated;

**AND WHEREAS** a protocol for the release of deposits back to the purchasers (the “**Protocol**”) has been established upon the terms and provisions as set forth therein;

**AND WHEREAS** the Court has approved the Protocol which contemplates, among other things, the execution of this Release and Termination Agreement by the Purchaser in connection with the return of Deposit Monies;

**NOW THEREFORE THESE PRESENTS WITNESSETH** that in consideration of the payment of the Deposit Monies to the Purchaser, and the mutual covenants contained herein, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged), the Purchaser and Counterparty confirm the accuracy and veracity of the foregoing recitals, and do hereby covenants and agrees to the following:

1. The Purchaser acknowledges that the Purchase Agreement, together with any and all addendums thereto or amendments thereof, has been terminated and is of no further force or effect.
2. In accordance with the Protocol, upon the execution of these presents by both parties hereto and delivery of same to Aviva Insurance Company of Canada or its authorized agent (“**Aviva**”) and/or Taron Warranty Corporation or its authorized agent (“**Tarion**”), as applicable, and following review and approval of same by Aviva and/or Tarion, as the case may be, the applicable party shall refund and remit to the Purchaser at the mailing address provided by the Purchaser [*enter Deposit Monies to be refunded by Aviva and/or Tarion*], which, taken together, represent the aggregate of all deposit monies heretofore paid by the Purchaser to the Vendor on account of the purchase price for the Purchased Units, together with any interest accruing thereon that the Purchaser is entitled to receive pursuant to the terms and provisions of the Purchase Agreement and the *Condominium Act, 1998*, S.O. 1998, c. 19, as amended (hereinafter collectively referred to as the “**Deposit Monies**”).
3. The parties hereto hereby mutually release each other, and each of their respective heirs, estate trustees, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addendums thereto or amendments thereof) and/or the termination thereof pursuant to the provisions hereof.
4. The Purchaser hereby releases and forever discharges the Vendor, the Devry Smith Frank LLP, Tarion, Aviva, Westmount Guarantee Services Inc., the Receiver and each of their Related Parties (collectively, the “**Releasees**”) of and from all Claims (as defined below). “**Related Parties**” means all affiliates, successors, and assigns, and all officers, directors, partners, members, shareholders, employees, advisors, representatives and agents. “**Claims**” means all claims, demands, complaints, grievances, actions, applications, suits, causes of action, orders, charges, indictments, prosecutions, or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, actual or potential, contractual, legal or equitable, including loss of value, professional fees, including fees and disbursements of legal counsel on a full indemnity basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing which the Purchaser had, has or may in the future have relating to or arising from the Urban North Townhomes Project, the Purchase Agreement, the Purchased Units, or the Deposit Monies. The Purchaser further agrees that the Purchaser shall not commence or sustain any Claim against any person who may seek contribution and indemnity or other relief over against any of the Releasees. The Purchaser agrees

and acknowledges that each of the Releasees, including those which are not party to this Release and Termination Agreement, are relying on the release contained in this paragraph 4.

5. The Purchaser acknowledges and confirms that all of the estate, right, title and interest of the Purchaser in and to the Purchased Units and the Urban North Townhomes Project (both at law and in equity, and whether in possession, expectancy or otherwise) have been released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.
6. In the event that all or any portion of the Deposit Monies heretofore received by the Vendor were drawn on the bank account of a third party who is not the Purchaser (nor one of the individuals who collectively comprise the Purchaser), then the Purchaser hereby indemnifies and saves the Releasees harmless, from and against all costs, claims, damages and/or liabilities which any of them may hereafter suffer or incur as a result of the Deposit Monies being refunded directly to the Purchaser in accordance with these presents, rather than being payable and remitted directly to aforesaid third party.
7. The Purchaser agrees to furnish with the execution of this Agreement a clear scan or photocopy of the Purchaser's valid, government-issued photo identification.
8. The Purchaser acknowledges and confirms having had the opportunity to receive independent legal advice from qualified counsel with respect to all matters set forth herein and has received such advice or has expressly declined or waived the opportunity to do so.
9. This Agreement shall enure to the benefit of, and be correspondingly binding upon, the parties hereto and each of their respective heirs, estate trustees, successors and permitted assigns.
10. This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada effective therein. Without prejudice to the ability of any party to enforce this Agreement in any other proper jurisdiction, each of the parties hereto irrevocably submits and attorns to the exclusive jurisdiction of the courts of Ontario sitting in Toronto to determine all issues, whether at law or in equity, arising from this Agreement.
11. This Agreement shall be read and construed with all changes of gender and/or number required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.
12. This Agreement may be executed electronically and in counterparts and delivered via telecopy and/or email and each counterpart when so executed and delivered will be an original and such counterparts will together constitute one and the same instrument.

**IN WITNESS WHEREOF** each of the parties hereto has hereunto executed these presents effective this  
day of \_\_\_\_\_, 2025.

SIGNED, SEALED AND DELIVERED

in the presence of:

---

**Witness Name:**

**Purchaser Name:**

**Address:**

**Phone No.:**

■ [Counterparty to be updated to accord with context, as may be required]

Per: \_\_\_\_\_

Name:

Authorized Signing Officer

I have the authority to bind the corporation.

SCHEDULE "B" TO THE DEPOSIT RETURN PROTOCOL

**RECEIVER STATUTORY DECLARATION**

CANADA	)	IN THE MATTER OF the proposed development of a
	)	condominium project by Maplevue Developments Ltd.,
	)	Pace Maplevue Ltd. and 2552741 Ontario Inc.
PROVINCE OF ONTARIO	)	(collectively, the " <b>Owner</b> ") situated in the City of Barrie
	)	on those lands and premises previously owned by the
	)	Owner located at the address known municipally as 700-
	)	780 Maplevue Drive East, Barrie, Ontario (the
	)	" <b>Property</b> ")
	)	
TO WIT:	)	

I, <\*>, of the City of <\*>, DO SOLEMNLY DECLARE THAT:

1. I am a <\*> of KSV Restructuring Inc., which was appointed as the Court-appointed receiver and manager of certain property of the Owner pursuant to the *Bankruptcy and Insolvency Act* (Canada) and the *Courts of Justice Act* (Ontario) (in such capacity, the "**Receiver**").
2. To the best of my knowledge and belief, which is solely based on information provided to the Receiver by the Owner, the Owner owned a 100% interest in the Property prior to it being sold in the Owner's receivership proceedings.
3. To the best of my knowledge and belief, which is solely based on information provided to the Receiver by the Owner, the Owner is not proceeding with the project known as the "Urban North Townhomes" project that the Owner had proposed to construct on the Property (the "**Project**").
4. I am advised by Devry Smith Frank LLP in its capacity as escrow agent: (i) the Owner was party to \_\_\_\_ agreements of purchase and sale with respect to units in the Project as of \_\_\_\_\_ (collectively, the "Condominium Sales Agreements"), listed on "Exhibit "A" hereto, the foregoing number being based on the assumption that all purchase agreements purported to be cancelled or terminated by the Owner prior to the appointment of the Receiver were validly cancelled or terminated; and (ii) since \_\_\_\_\_, and aside from the agreement pursuant to which the Property was sold in the receivership proceedings, no other agreements of purchase and sale have been entered into by the Owner or the Receiver in respect of the Project or the Property.
5. Nothing has come to my attention that would suggest that sales of units in the Project were agreed to by the Owner after \_\_\_\_\_.

AND I MAKE THIS solemn declaration conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

**DECLARED BEFORE ME** in )  
City of Toronto, in the Province of )  
Ontario, this <\*> day of )  
<\*>, 2024. )  
)  
)

\_\_\_\_\_)  
A COMMISSIONER, ETC. )

**KSV RESTRUCTURING INC. solely in its capacity as  
the Court-appointed receiver and manager of certain  
property of the Owner, and not in its personal,  
corporate or any other capacity**

\_\_\_\_\_  
Name: <\*>  
Title: <\*>

## SCHEDULE "C" TO THE DEPOSIT RETURN PROTOCOL

## **COMPANY STATUTORY DECLARATION**

CANADA	)	IN THE MATTER OF the proposed development of a
	)	condominium project by Maplevue Developments Ltd.,
	)	Pace Maplevue Ltd. and 2552741 Ontario Inc.
PROVINCE OF ONTARIO	)	(collectively, the “ <b>Owner</b> ”) situated in the City of Barrie
	)	on those lands and premises previously owned by the
	)	Owner located at the address known municipally as 700-
	)	780 Maplevue Drive East, Barrie, Ontario (the
	)	“ <b>Property</b> ”)
	)	
TO WIT:	)	

I, <\*>, of the City of Toronto, DO SOLEMNLY DECLARE THAT:

1. I am the <\*> of the Owner, and as such have knowledge of the matters hereinafter declared.
2. To the best of my knowledge, the Owner is not proceeding with the project known as the “Urban North Townhomes” project that the Owner had proposed to construct on the Property (the “**Project**”).
3. To the best of my knowledge, the Owner provided all deposits they received in respect of the sale of condominium units in the Project to Devry Smith Frank LLP, the escrow agent for the Owner.
4. To the best of my knowledge, the Owner entered into only <\*> agreements of purchase and sale for condominium units in the Project as described on the Schedule hereto and did not enter into any other agreements of purchase and sale for the condominium units in the Project.

AND I MAKE THIS solemn declaration conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

**DECLARED BEFORE ME** in City )  
of Toronto, in the Province of )  
Ontario, this **<\*>** day of )

<\*>, 2024.

A COMMISSIONER, ETC.

 $\langle * \rangle$



SCHEDULE “D” TO THE DEPOSIT RETURN PROTOCOL

**AVIVA STATUTORY DECLARATION**

CANADA	)	IN THE MATTER OF the proposed development of a condominium project by Mapleview Developments Ltd., Pace Mapleview Ltd. and 2552741 Ontario Inc. (collectively, the “ <b>Owner</b> ”) situated in the City of Barrie on those lands and premises previously owned by the Owner located at the address known municipally as 700-780 Mapleview Drive East, Barrie, Ontario (the “ <b>Property</b> ”)
	)	
PROVINCE OF ONTARIO	)	
	)	
	)	
	)	
	)	
	)	
TO WIT:	)	
	)	

I, <\*>, of the City of <\*>, DO SOLEMNLY DECLARE THAT:

1. I am a <\*> of Aviva Insurance Company of Canada (“**Aviva**”), the surety for the project known as “Urban North Townhomes” that the Owner had proposed to construct on the Property (the “**Project**”).
2. To the best of my knowledge, all deposits paid under agreements of purchase and sale in respect of the Project condominium units numbered <\*>, <\*> and <\*> have been refunded to the respective purchasers of such units by the Escrow Agent.

AND I MAKE THIS solemn declaration conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

<b>DECLARED BEFORE ME</b> in City )	<b>AVIVA INSURANCE COMPANY OF CANADA</b>
of Toronto, in the Province of )	
Ontario, this <span style="background-color: cyan; color: black;">&lt;*&gt;</span> day of )	
<span style="background-color: cyan; color: black;">&lt;*&gt;</span> , 2024. )	
)	
)	
_____ )	Name: <span style="background-color: cyan; color: black;">&lt;*&gt;</span>
A COMMISSIONER, ETC. )	Title: <span style="background-color: cyan; color: black;">&lt;*&gt;</span>

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

KINGSETT MORTGAGE CORPORATION

- and - MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD. and 2552741 ONTARIO INC.

Applicant

Respondents

Court File No. CV-24-00716511-00CL

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

Proceeding commenced at Toronto

**AFFIDAVIT OF DARREN O’SULLIVAN**  
**(Sworn January 13, 2025)**

**FASKEN MARTINEAU DuMOULIN LLP**

Barristers and Solicitors  
333 Bay Street, Suite 2400  
Bay Adelaide Centre, Box 20  
Toronto ON M5H 2T6

**Mitch Stephenson (LSO: 73064H)**

mstephenson@fasken.com  
Tel: 416 868 3502

**Julia Chung (LSO: 90012D)**

jchung@fasken.com  
Tel: 416 868 3409

Lawyers for Aviva Insurance Company of Canada

# TAB 3

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

THE HONOURABLE	)	THURSDAY, THE 16TH
	)	
JUSTICE BLACK	)	DAY OF JANUARY, 2025

B E T W E E N:

**KINGSETT MORTGAGE CORPORATION**

Applicant

- and -

**MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD.  
and 2552741 ONTARIO INC.**

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  
(Deposit Return Protocol Approval)**

**THIS MOTION** made by Aviva Insurance Company of Canada (“**Aviva**”) for an order approving the Deposit Return Protocol (as defined below), was heard this day by video conference at the courthouse, 330 University Avenue, Toronto, Ontario.

**ON READING** the Notice of Motion and Motion Record of Aviva dated January 13, 2025 and the third report dated January [●], 2025 (the “**Third Report**”) of KSV Restructuring Inc. in

its capacity as the Court-appointed receiver and manager (in such capacity, the “**Receiver**”) of certain property, assets, and undertakings of Maplevue Developments Ltd., Pace Maplevue Ltd., and 2552741 Ontario Inc. (collectively, the “**Debtors**”) and on hearing the submissions of counsel for Aviva, the Receiver, and Tarion Warranty Corporation (“**Tarion**”) and counsel for the other parties listed on the participant information form, no one appearing for any other person on the service list, although properly served as appears from the Lawyer’s Certificate of Service of Julia Chung dated January 13, 2025, filed:

### **SERVICE**

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

### **DEPOSIT RETURN PROTOCOL**

2. **THIS COURT ORDERS** that the deposit return protocol attached as **Schedule “A”** to this Order (including all schedules attached thereto, the “**Deposit Return Protocol**”) is hereby approved, and the Receiver, Aviva, Tarion, and Devry Smith Frank LLP in its capacity as escrow agent (the “**Escrow Agent**”) are hereby authorized and directed to implement the Deposit Return Protocol on the terms set forth therein. Notwithstanding the foregoing, Aviva, Tarion, and the Receiver may, upon unanimous agreement, make minor, non-substantive changes to the Deposit Return Protocol from time to time as may be necessary or desirable.

3. **THIS COURT ORDERS** that, in conducting its obligations under the Deposit Return Protocol, the Receiver shall have all of the benefits and protections granted to it under the

*Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (“**BIA**”) and any other Order of this Court in the within proceeding.

4. **THIS COURT ORDERS** that the Receiver, Aviva, Tarion, and the Escrow Agent and their respective affiliates, partners, directors, officers, employees, legal advisors, representatives, agents and controlling persons shall not incur any liability or obligation with respect to any and all losses, claims, damages or liabilities of any nature or kind to any person in connection with or as a result of the Deposit Return Protocol, except to the extent that such losses, claims, damages, or liabilities arise or result from the gross negligence or wilful misconduct of any of them in performing their respective obligations under the Deposit Return Protocol, as determined by this Court in a final order that is not subject to appeal or other review. For clarity, nothing in this Order shall affect or be construed as a release of any claims which Aviva or any other person may have against the Escrow Agent, whether known or unknown, which arose before the date of this Order.

#### **TARION SECURITY**

5. **THIS COURT ORDERS** that:

- (a) Aviva shall, within ten (10) business days of the granting of this Order, pay the amount of \$6,420,000 (the “**Tarion Security**”) to Tarion in full satisfaction of all Aviva’s liabilities and obligations to Tarion under Tarion Warranty Corporation Bond Nos. 201010003A and 221010008 (collectively, the “**Phase 4 Tarion Bonds**”);
- (b) Tarion shall receive, and be entitled to utilize in its sole discretion, the Tarion Security 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, rights of distraint, 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, “**Encumbrances**”), and without further authorization from any person or this Court; and

- (c) Upon receipt by Tarion of the Tarion Security, Tarion shall return the Phase 4 Tarion Bonds to Aviva for cancellation accompanied by one or more full release letters in form and substance satisfactory to Aviva in respect of such applicable bonds, within ten (10) business days of Tarion’s receipt of the Tarion Security.

#### **AVIVA SECURITY**

6. **THIS COURT ORDERS** that:

- (a) The Escrow Agent is hereby authorized and directed, forthwith upon the granting of this Order, to pay to Aviva (or such other person as Aviva may instruct the Escrow Agent in writing), all Deposits (as defined in the Deposit Return Protocol) together with all accrued interest thereon and any remaining balance in the deposit trust account(s) for the Project (as defined in the Deposit Return Protocol) (collectively, the “**Aviva Security**”) to be held by Aviva or its authorized agent (as applicable) in accordance with the terms of the Deposit Return Protocol;
- (b) Following the transfer of the Aviva Security pursuant to (a), the Escrow Agent shall close the **DTA** as soon as reasonably practicable; and

- (c) Aviva shall receive, and be entitled to utilize in its sole discretion, the Aviva Security free and clear of and from any and all Encumbrances, and without further authorization from any person or this Court.

#### **BINDING ON SUBSEQUENT TRUSTEES**

7. **THIS COURT ORDERS** that notwithstanding: (a) the pendency or termination of these proceedings; (b) the discharge of the Receiver; and/or (c) any assignment in bankruptcy made in respect of the Debtors (or any of them) or their property or the Urban North Townhomes Project, the arrangements with respect to the Tarion Security and Aviva Security pursuant to this Order shall be binding on any trustee in bankruptcy, receiver, receiver and manager or interim receiver of the Debtors (or any of them) or their property or the Urban North Townhomes Project and shall not be void or voidable by creditors, nor shall they constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA, or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

#### **GENERAL**

8. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in any other foreign jurisdiction 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.



9. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order and are enforceable without the need for entry and filing.

Date of issuance

*(to be completed by registrar)*

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*(Signature of judge, officer or registrar)*

**SCHEDULE “A”**  
**DEPOSIT RETURN PROTOCOL**

**Mapleview Developments Ltd., Pace Mapleview Ltd. and 2552741 Ontario Inc.**  
**Deposit Return Protocol**  
**(the “Protocol”)**

- (1) Pursuant to the Sale Approval, Vesting and Ancillary Matters Order dated August 16, 2024 (the “**Court Order**”) made by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) issued in the receivership proceedings of Mapleview Developments Ltd., Pace Mapleview Ltd. and 2552741 Ontario Inc. (together, the “**Company**”) bearing court file number CV-24-00716511-00CL, certain Unit Purchase Agreements (“**Unit APSs**”) for Phase 1 and Phases 4A and 4B of the “Urban North Townhomes” project that was to be constructed on the real property located at 700-780 Mapleview Drive East, Barrie (the “**Project**”) have been terminated. In connection with the Project, Aviva Insurance Company of Canada (“**Aviva**”) provided Tarion Warranty Corporation (“**Tarion**”) with Tarion Bond Nos. 233589-17, 201010003A and 221010008.
- (2) KSV Restructuring Inc. in its capacity as Receiver (as defined in the Court Order) shall send letters to the known purchasers under the Unit APSs (in the case of Phase 1, the “**Phase 1 Purchasers**”, and in the case of Phases 4A and 4B, the “**Phases 4A and 4B Purchasers**”, and collectively, the “**Purchasers**”) (a) notifying them that the Court has approved this Protocol to refund the deposits that the Purchasers provided under the Unit APSs (which deposit amounts include any amounts that would be a valid deposit claim under the *Ontario New Home Warranties Plan Act* (together with the regulations promulgated thereunder, the “**ONHWPA**”), Master Deposit Insurance Policy #212300006), and/or the *Condominium Act*, as the case may be) together with any accrued interest that the Purchasers are legally entitled to receive pursuant to the provisions of the *Condominium Act, 1998* (Ontario), as amended, and the applicable Unit APS (in the case of Phase 1, the “**Phase 1 Deposits**”, and in the case of Phases 4A and 4B, the “**Phases 4A and 4B Deposits**”, and collectively, the “**Deposits**”), (b) attaching a release and termination agreement substantially in the form attached hereto as **Schedule “A”** with necessary modifications as the context may require (the “**Release and Termination Agreement**”), (c) providing a link to Aviva’s agent website (“**Aviva Agent Website**”) containing information and instructions on the filing of claims pursuant to this Protocol; and (d) in the case of the Phases 4A and 4B Purchasers only, providing a link to Tarion’s website that contains information and instructions on the filing of claims pursuant to this Protocol (the “**Tarion Website**”). The Receiver will provide a final copy of each letter delivered pursuant to this paragraph to Aviva and Tarion, with a copy to Devry Smith Frank LLP (the “**Escrow Agent**”), as soon as reasonably practicable following such delivery.
- (3) As soon as practicable following the Court’s approval of this Protocol, the Receiver will deliver to Tarion an executed statutory declaration substantially in the form attached as **Schedule “B”** (the “**Receiver Statutory Declaration**”).
- (4) The Receiver will make a written request to the Company to deliver to Tarion an executed statutory declaration substantially in the form attached as **Schedule “C”** (the “**Company Statutory Declaration**”). Failure by the Company to provide the Company Statutory Declaration will not prevent the return to Phase 1 Purchasers of the Phase 1 Deposits or the return to Phases 4A and 4B Purchasers of the Phases 4A and 4B Deposits and is not a condition of any such return.
- (5) Upon the Court’s approval of this Protocol, all Deposits together with all accrued interest thereon and any remaining balance in the deposit trust account(s) for the Project (collectively, the “**DTA**”), shall be transferred forthwith by the Escrow Agent to Aviva or its authorized agent, which amount shall be held by Aviva or such authorized agent (as applicable) pursuant to the terms of this Protocol. The Escrow Agent shall thereafter close the DTA as soon as reasonably practicable.

## Phase 1 Procedure

- (6) Following receipt of the letter contemplated in paragraph (2) hereof, each of the Phase 1 Purchasers will upload their executed Release and Termination Agreement with a copy of their valid, government-issued photo ID, a mailing address for the return of their Phase 1 Deposits and a confirmation of the principal amount of their Phase 1 Deposits to be returned to the Aviva Agent Website. The Receiver may also provide such materials as provided by Phase 1 Purchasers to Aviva or Aviva's authorized agent, or to Tarion.
- (7) Aviva or its authorized agent will assemble an electronic brief (each, a "**Phase 1 Brief**") in respect of each of the terminated Unit APSs for Phase 1 of the Project, which Phase 1 Brief will include the following (to the extent available):
  - (a) a Release and Termination Agreement executed by the applicable Phase 1 Purchaser;
  - (b) a copy of the applicable Phase 1 Purchaser's valid, government, issued photo ID;
  - (c) a copy of the first page of the applicable Unit APS; and
  - (d) a copy of any amendment or assignment of the applicable Unit APS in the Escrow Agent's possession.
- (8) Aviva or its authorized agent will send the completed Phase 1 Briefs to Tarion on a monthly basis. Upon receipt of a Phase 1 Brief, Tarion shall, within ten (10) business days, confirm to Aviva or its authorized agent in writing that the documentation in the applicable Phase 1 Briefs is complete and that Aviva's liability to the relevant Phase 1 Purchasers for claims related to the Project or the Phase 1 Deposits will be extinguished once Aviva or its authorized agent releases such Phase 1 Deposits to such Phase 1 Purchasers.
- (9) Provided that Tarion has issued a confirmation for the applicable Phase 1 Briefs in accordance with paragraph (8) hereof, Aviva or its authorized agent will, on a monthly basis, release the corresponding Phase 1 Deposits to the applicable Phase 1 Purchasers by issuing refund cheques in the names of the applicable Phase 1 Purchasers (or by another payment method as any Phase 1 Purchaser may direct Aviva or its authorized agent in writing, *provided that* Aviva or its authorized agent have determined that such payment method is reasonable and appropriate in the circumstances).
- (10) Within ten (10) business days of each monthly release of Phase 1 Deposits pursuant to paragraph (9) hereof, Aviva or its authorized agent will provide to Tarion confirmation of the release of the Phase 1 Deposit refund cheques in respect of the applicable Unit APSs by delivering an executed statutory declaration substantially in the form attached as Schedule "D" (the "**Aviva Statutory Declaration**").
- (11) Provided it has received a satisfactory confirmation from Aviva or its authorized agent issued in accordance with paragraph (10) hereof, Tarion will, on a monthly and unit-by-unit basis, provide confirmation to Aviva or its authorized agent that the applicable Tarion bonds have been reduced in the amount of the applicable Phase 1 Deposits released.
- (12) Aviva or its authorized agent will provide Tarion with a monthly deposit report of the Phase 1 Deposits released and the Phase 1 Deposits not released.
- (13) Once all of the Phase 1 Deposits have been returned to the Phase 1 Purchasers whose Unit APSs have been terminated, and upon being satisfied that its liability to the relevant Phase 1 Purchasers for claims in respect of their respective Phase 1 Deposits has been extinguished, Tarion will, to the extent it has not already done so pursuant to paragraph (11) hereof, correspondingly reduce the

amount of the applicable Tarion bonds; *provided, however*, that Tarion shall at all times be entitled to retain a sufficient portion of the applicable Tarion bonds to cover Tarion's reasonably foreseeable liabilities in respect of amounts secured by such bonds that have not been extinguished at the time of any reduction proposed pursuant to this paragraph (13). Upon being satisfied that its liability in respect of amounts secured by the applicable Tarion bonds has been extinguished, Tarion shall return the applicable Tarion bonds to Aviva for cancellation within ten (10) business days.

#### **Phases 4A and 4B Procedure**

- (14) Upon the Court's approval of this Protocol and the payment of the amount contemplated by this paragraph, Aviva shall forthwith pay to Tarion the amount of \$6,420,000 in full satisfaction of the aggregate face value of the Tarion bonds issued in respect of Phases 4A and 4B of the Project. Within ten (10) business days of the receipt of such payment, Tarion shall return the applicable Tarion bonds to Aviva for cancellation accompanied by a full release letter of each such bond in form and substance satisfactory to Aviva.
- (15) Following receipt of the letter contemplated in paragraph (2) hereof, each of the Phases 4A and 4B Purchasers will upload their executed Release and Termination Agreement with a copy of their valid, government-issued photo ID, a mailing address for the return of their Phases 4A and 4B Deposits, a confirmation of the principal amount of their Phases 4A and 4B Deposits to be returned and any other required documents and/or information to the Tarion Website *and* the Aviva Agent Website, as applicable. The Receiver may also provide such materials as provided by Phases 4A and 4B Purchasers to Tarion, Aviva or Aviva's authorized agent.

#### ***For the first \$20,000 of each Phases 4A and 4B Deposit and interest thereon (i.e., the Tarion backstopped-portion)***

- (16) Tarion will accept, revise or reject claims of Phases 4A and 4B Purchasers in respect of their Phases 4A and 4B Deposits in accordance with Tarion's ordinary claims review procedures under the ONHWPA, provided, however, that (a) Tarion shall have the right, but not the obligation, to consult with the Receiver and/or Aviva during its review of such claims; and (b) Tarion shall provide Aviva with monthly updates in respect of such process on an aggregated basis, including, without limitation, with respect to amounts attributable to interest paid to Phases 4A and 4B Purchasers.

#### ***For the portion of each Phases 4A and 4B Deposits in excess of \$20,000 plus interest thereon***

- (17) Aviva or its authorized agent will assemble an electronic brief (each, a "**Phases 4A and 4B Brief**") in respect of each of the terminated Unit APSs for Phases 4A and 4B of the Project for which a deposit in excess of \$20,000 was paid, which Phases 4A and 4B Brief will include the following (to the extent available):
- (a) a Release and Termination Agreement executed by the applicable Phases 4A and 4B Purchaser;
  - (b) a copy of the applicable Phases 4A and 4B Purchaser's valid, government, issued photo ID;
  - (c) a copy of the first page of the applicable Unit APS; and
  - (d) a copy of any amendment or assignment of the applicable Unit APS in the Escrow Agent's possession.
- (18) Provided that Aviva confirms the documents in the applicable Phases 4A and 4B Brief is complete, Aviva or its authorized agent will, on a monthly basis, release the Phases 4A and 4B Deposits in excess of \$20,000 to the applicable Phases 4A and 4B Purchasers by issuing refund cheques in the names of the applicable Phases 4A and 4B Purchasers (or by another payment method as any Phases

4A or 4B Purchaser may direct Aviva or its authorized agent in writing, provided that Aviva or its authorized agent have determined that such payment method is reasonable and appropriate in the circumstances).

SCHEDULE “A” TO THE DEPOSIT RETURN PROTOCOL

“Urban North Townhomes”

**RELEASE AND TERMINATION AGREEMENT**

BETWEEN:

■ [Counterparty to be updated to accord with context, as may be required]

(hereinafter collectively called the “**Counterparty**”)

- and -

---

(hereinafter collectively called the “**Purchaser**”)

**WHEREAS** the Purchaser and Maplevue Developments Ltd. (the “**Vendor**”) entered into an agreement of purchase and sale dated \_\_, (the “**Purchase Agreement**”) pertaining to the Purchaser’s acquisition from the Vendor of DWELLING UNIT \_\_ on LEVEL \_\_, \_\_ ( ) PARKING UNIT(S) and \_\_ ( ) LOCKER UNIT(S), together with an undivided interest in the common elements appurtenant to such units (all of which are hereinafter collectively defined as the “**Purchased Units**”), in accordance with the condominium plan documentation proposed to be registered against those lands and premises situate in the \_\_, municipally located at 700-780 Maplevue Drive East, Barrie and legally described as \_\_ and more particularly described in the Purchase Agreement (the “**Urban North Townhomes Project**”);

**AND WHEREAS** pursuant to an Order made by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated March 21, 2024 in the proceeding bearing court file number CV-24-00716511-00CL (the “**Proceeding**”), KSV Restructuring Inc. was appointed as receiver and manager (in such capacity, the “**Receiver**”) of certain of the property of the Vendor under the *Bankruptcy and Insolvency Act* (Canada) and the *Courts of Justice Act* (Ontario);

**AND WHEREAS** pursuant to an Order made by the Court dated August 16, 2024 in the Proceeding, the Purchase Agreement between the Vendor and the Purchaser has been terminated;

**AND WHEREAS** a protocol for the release of deposits back to the purchasers (the “**Protocol**”) has been established upon the terms and provisions as set forth therein;

**AND WHEREAS** the Court has approved the Protocol which contemplates, among other things, the execution of this Release and Termination Agreement by the Purchaser in connection with the return of Deposit Monies;

**NOW THEREFORE THESE PRESENTS WITNESSETH** that in consideration of the payment of the Deposit Monies to the Purchaser, and the mutual covenants contained herein, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged), the Purchaser and Counterparty confirm the accuracy and veracity of the foregoing recitals, and do hereby covenants and agrees to the following:

1. The Purchaser acknowledges that the Purchase Agreement, together with any and all addendums thereto or amendments thereof, has been terminated and is of no further force or effect.
2. In accordance with the Protocol, upon the execution of these presents by both parties hereto and delivery of same to Aviva Insurance Company of Canada or its authorized agent (“**Aviva**”) and/or Taron Warranty Corporation or its authorized agent (“**Tarion**”), as applicable, and following review and approval of same by Aviva and/or Tarion, as the case may be, the applicable party shall refund and remit to the Purchaser at the mailing address provided by the Purchaser [*enter Deposit Monies to be refunded by Aviva and/or Tarion*], which, taken together, represent the aggregate of all deposit monies heretofore paid by the Purchaser to the Vendor on account of the purchase price for the Purchased Units, together with any interest accruing thereon that the Purchaser is entitled to receive pursuant to the terms and provisions of the Purchase Agreement and the *Condominium Act, 1998*, S.O. 1998, c. 19, as amended (hereinafter collectively referred to as the “**Deposit Monies**”).
3. The parties hereto hereby mutually release each other, and each of their respective heirs, estate trustees, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party hereto, by reason of, or in connection with, the Purchase Agreement (and any and all addendums thereto or amendments thereof) and/or the termination thereof pursuant to the provisions hereof.
4. The Purchaser hereby releases and forever discharges the Vendor, the Devry Smith Frank LLP, Tarion, Aviva, Westmount Guarantee Services Inc., the Receiver and each of their Related Parties (collectively, the “**Releasees**”) of and from all Claims (as defined below). “**Related Parties**” means all affiliates, successors, and assigns, and all officers, directors, partners, members, shareholders, employees, advisors, representatives and agents. “**Claims**” means all claims, demands, complaints, grievances, actions, applications, suits, causes of action, orders, charges, indictments, prosecutions, or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, actual or potential, contractual, legal or equitable, including loss of value, professional fees, including fees and disbursements of legal counsel on a full indemnity basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing which the Purchaser had, has or may in the future have relating to or arising from the Urban North Townhomes Project, the Purchase Agreement, the Purchased Units, or the Deposit Monies. The Purchaser further agrees that the Purchaser shall not commence or sustain any Claim against any person who may seek contribution and indemnity or other relief over against any of the Releasees. The Purchaser agrees



and acknowledges that each of the Releasees, including those which are not party to this Release and Termination Agreement, are relying on the release contained in this paragraph 4.

5. The Purchaser acknowledges and confirms that all of the estate, right, title and interest of the Purchaser in and to the Purchased Units and the Urban North Townhomes Project (both at law and in equity, and whether in possession, expectancy or otherwise) have been released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.
6. In the event that all or any portion of the Deposit Monies heretofore received by the Vendor were drawn on the bank account of a third party who is not the Purchaser (nor one of the individuals who collectively comprise the Purchaser), then the Purchaser hereby indemnifies and saves the Releasees harmless, from and against all costs, claims, damages and/or liabilities which any of them may hereafter suffer or incur as a result of the Deposit Monies being refunded directly to the Purchaser in accordance with these presents, rather than being payable and remitted directly to aforesaid third party.
7. The Purchaser agrees to furnish with the execution of this Agreement a clear scan or photocopy of the Purchaser's valid, government-issued photo identification.
8. The Purchaser acknowledges and confirms having had the opportunity to receive independent legal advice from qualified counsel with respect to all matters set forth herein and has received such advice or has expressly declined or waived the opportunity to do so.
9. This Agreement shall enure to the benefit of, and be correspondingly binding upon, the parties hereto and each of their respective heirs, estate trustees, successors and permitted assigns.
10. This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada effective therein. Without prejudice to the ability of any party to enforce this Agreement in any other proper jurisdiction, each of the parties hereto irrevocably submits and attorns to the exclusive jurisdiction of the courts of Ontario sitting in Toronto to determine all issues, whether at law or in equity, arising from this Agreement.
11. This Agreement shall be read and construed with all changes of gender and/or number required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.
12. This Agreement may be executed electronically and in counterparts and delivered via telecopy and/or email and each counterpart when so executed and delivered will be an original and such counterparts will together constitute one and the same instrument.

**IN WITNESS WHEREOF** each of the parties hereto has hereunto executed these presents effective this  
day of \_\_\_\_\_, 2025.

SIGNED, SEALED AND DELIVERED

in the presence of:

---

**Witness Name:**

**Purchaser Name:**

**Address:**

**Phone No.:**

■ [Counterparty to be updated to accord with context, as may be required]

Per: \_\_\_\_\_

Name:

Authorized Signing Officer

I have the authority to bind the corporation.

SCHEDULE "B" TO THE DEPOSIT RETURN PROTOCOL

**RECEIVER STATUTORY DECLARATION**

CANADA	)	IN THE MATTER OF the proposed development of a
	)	condominium project by Maplevue Developments Ltd.,
	)	Pace Maplevue Ltd. and 2552741 Ontario Inc.
PROVINCE OF ONTARIO	)	(collectively, the " <b>Owner</b> ") situated in the City of Barrie
	)	on those lands and premises previously owned by the
	)	Owner located at the address known municipally as 700-
	)	780 Maplevue Drive East, Barrie, Ontario (the
	)	" <b>Property</b> ")
	)	
TO WIT:	)	

I, <\*>, of the City of <\*>, DO SOLEMNLY DECLARE THAT:

1. I am a <\*> of KSV Restructuring Inc., which was appointed as the Court-appointed receiver and manager of certain property of the Owner pursuant to the *Bankruptcy and Insolvency Act* (Canada) and the *Courts of Justice Act* (Ontario) (in such capacity, the "**Receiver**").
2. To the best of my knowledge and belief, which is solely based on information provided to the Receiver by the Owner, the Owner owned a 100% interest in the Property prior to it being sold in the Owner's receivership proceedings.
3. To the best of my knowledge and belief, which is solely based on information provided to the Receiver by the Owner, the Owner is not proceeding with the project known as the "Urban North Townhomes" project that the Owner had proposed to construct on the Property (the "**Project**").
4. I am advised by Devry Smith Frank LLP in its capacity as escrow agent: (i) the Owner was party to \_\_\_\_ agreements of purchase and sale with respect to units in the Project as of \_\_\_\_\_ (collectively, the "Condominium Sales Agreements"), listed on "Exhibit "A" hereto, the foregoing number being based on the assumption that all purchase agreements purported to be cancelled or terminated by the Owner prior to the appointment of the Receiver were validly cancelled or terminated; and (ii) since \_\_\_\_\_, and aside from the agreement pursuant to which the Property was sold in the receivership proceedings, no other agreements of purchase and sale have been entered into by the Owner or the Receiver in respect of the Project or the Property.
5. Nothing has come to my attention that would suggest that sales of units in the Project were agreed to by the Owner after \_\_\_\_\_.

AND I MAKE THIS solemn declaration conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

**DECLARED BEFORE ME** in )  
City of Toronto, in the Province of )  
Ontario, this <\*> day of )  
<\*>, 2024. )  
)  
)

\_\_\_\_\_)  
A COMMISSIONER, ETC. )

**KSV RESTRUCTURING INC. solely in its capacity as  
the Court-appointed receiver and manager of certain  
property of the Owner, and not in its personal,  
corporate or any other capacity**

\_\_\_\_\_  
Name: <\*>  
Title: <\*>

SCHEDULE "C" TO THE DEPOSIT RETURN PROTOCOL

**COMPANY STATUTORY DECLARATION**

CANADA	)	IN THE MATTER OF the proposed development of a condominium project by Maplevue Developments Ltd., Pace Maplevue Ltd. and 2552741 Ontario Inc. (collectively, the " <b>Owner</b> ") situated in the City of Barrie on those lands and premises previously owned by the Owner located at the address known municipally as 700-780 Maplevue Drive East, Barrie, Ontario (the " <b>Property</b> ")
	)	
PROVINCE OF ONTARIO	)	
	)	
	)	
	)	
	)	
	)	
TO WIT:	)	
	)	

I, <\*>, of the City of Toronto, DO SOLEMNLY DECLARE THAT:

1. I am the <\*> of the Owner, and as such have knowledge of the matters hereinafter declared.
2. To the best of my knowledge, the Owner is not proceeding with the project known as the "Urban North Townhomes" project that the Owner had proposed to construct on the Property (the "**Project**").
3. To the best of my knowledge, the Owner provided all deposits they received in respect of the sale of condominium units in the Project to Devry Smith Frank LLP, the escrow agent for the Owner.
4. To the best of my knowledge, the Owner entered into only <\*> agreements of purchase and sale for condominium units in the Project as described on the Schedule hereto and did not enter into any other agreements of purchase and sale for the condominium units in the Project.

AND I MAKE THIS solemn declaration conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

**DECLARED BEFORE ME** in City )  
of Toronto, in the Province of )  
Ontario, this <\*> day of )

<\*>, 2024.

\_\_\_\_\_  
A COMMISSIONER, ETC.

\_\_\_\_\_  
<\*>

SCHEDULE “D” TO THE DEPOSIT RETURN PROTOCOL

**AVIVA STATUTORY DECLARATION**

CANADA	)	IN THE MATTER OF the proposed development of a condominium project by Maplevue Developments Ltd., Pace Maplevue Ltd. and 2552741 Ontario Inc. (collectively, the “ <b>Owner</b> ”) situated in the City of Barrie on those lands and premises previously owned by the Owner located at the address known municipally as 700-780 Maplevue Drive East, Barrie, Ontario (the “ <b>Property</b> ”)
	)	
PROVINCE OF ONTARIO	)	
	)	
	)	
	)	
	)	
	)	
TO WIT:	)	
	)	

I, <\*>, of the City of <\*>, DO SOLEMNLY DECLARE THAT:

1. I am a <\*> of Aviva Insurance Company of Canada (“**Aviva**”), the surety for the project known as “Urban North Townhomes” that the Owner had proposed to construct on the Property (the “**Project**”).
2. To the best of my knowledge, all deposits paid under agreements of purchase and sale in respect of the Project condominium units numbered <\*>, <\*> and <\*> have been refunded to the respective purchasers of such units by the Escrow Agent.

AND I MAKE THIS solemn declaration conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

<b>DECLARED BEFORE ME</b> in City )	<b>AVIVA INSURANCE COMPANY OF CANADA</b>
of Toronto, in the Province of )	
Ontario, this <span style="background-color: #00FFFF; border: 1px solid black; padding: 0 5px;">&lt;*&gt;</span> day of )	

<\*>, 2024.

\_\_\_\_\_  
A COMMISSIONER, ETC.

\_\_\_\_\_  
Name: <\*>  
Title: <\*>

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

KINGSETT MORTGAGE CORPORATION

- and - MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD. and 2552741 ONTARIO INC.

Applicant

Respondents

Court File No. CV-24-00716511-00CL

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

**Proceeding commenced at Toronto**

**ORDER  
(Deposit Return Protocol Approval)**

**FASKEN MARTINEAU DuMOULIN LLP**

Barristers and Solicitors  
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Bay Adelaide Centre, Box 20  
Toronto ON M5H 2T6

**Mitch Stephenson (LSO: 73064H)**

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Tel: 416 868 3502

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Tel: 416 868 3409

Lawyers for Aviva Insurance Company of Canada

TAB 4



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

**BETWEEN:**

**KINGSETT MORTGAGE CORPORATION**

Applicant

- and -

**MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD. and 2552741  
ONTARIO INC.**

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**

**SERVICE LIST**

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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

KINGSETT MORTGAGE CORPORATION

- and -

MAPLEVIEW DEVELOPMENTS LTD., PACE MAPLEVIEW LTD. and 2552741 ONTARIO INC.

Applicant

Respondents

Court File No. CV-24-00716511-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

Proceeding commenced at Toronto

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(Deposit Return Protocol Approval)

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