

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE and ROYAL TIMBERS INC.**

Respondents

APPLICATION UNDER SECTION 207 OF THE *BUSINESS CORPORATIONS
ACT*, R.S.O. 1990, C. B. 16, AS AMENDED

**MOTION RECORD
(RETURNABLE ON A DATE TO BE DETERMINED
BY REGIONAL SENIOR JUSTICE THOMAS)**

(VOLUME 1 OF 4)

February 26, 2021

MILLER THOMSON LLP
One London Place
255 Queens Avenue, Suite 2010
London, ON Canada N6A 5R8

Tony Van Klink LSUC#: 29008M
Tel: 519.931.3509
Fax: 519.858.8511

Sherry A. Kettle LSUC#: 53561B
Tel: 519.931.3534
Fax: 519.858.8511

Lawyers for BDO Canada Limited, Court-
Appointed Receiver of Banwell Development
Corporation and Royal Timbers Inc.

SERVICE LIST

TO: **Lerners LLP**
Toronto Office
130 Adelaide Street West
Suite 2400
Toronto, ON M5H 3P5

Cynthia B. Kuehl
Tel: 416.601.2363
Fax: 416.867.2433
Email: ckuehl@lerners.ca

Lawyers for the Applicant, Kevin D'Amore

AND TO: **R.G. Colautti Law Professional Corporation**
Suite 300
2510 Ouellette Avenue
Windsor, ON N8X 1L4
Tel: 519.966.1300
Fax: 519.966.1079

Raymond G. Colautti
Email: ray@clplaw.ca

Steven Pickard
E-mail: steve@clplaw.ca

Lawyers for the Respondent, Scott D'Amore

AND TO: **Chodola Reynolds Binder**
720 Walker Road
Windsor, ON N8Y 2N3

Robert J. Reynolds
Tel: 519.254.6433
Fax: 519.254.7990
Email: reynolds@crblaw.ca

Lawyers for the Respondent, J. Murray Troup and 928579 Ontario Limited

AND TO: **Marusic Law**
2491 Ouellette Avenue
Windsor, ON N8X 1L5

Sheri Medaglia
Tel: 519.969.1817
Fax: 519.969.9655
Email: smedaglia@marusiclaw.com

Lawyers for the Execution Creditor, J. Lepera Contracting Inc.

AND TO: **Strosberg Sasso Sutts LLP**
1561 Ouellette Avenue
Windsor, ON N8X 1K5

James K. Ball
Tel: 519.561.6220
Fax: 1.866.316.5311
Email: ballj@strosbergco.com

Lawyers for the Execution Creditor, M.R. Dunn Contractors Ltd.

AND TO: **Strosberg Sasso Sutts LLP**
1561 Ouellette Avenue
Windsor, ON N8X 1K5

William V. Sasso
Tel: 519.561.6222
Fax: 1.866.316.5311
Email: wvs@strosbergco.com

Lawyers for D'Amore Construction (2000) Ltd.

AND TO: **Bartlet & Richardes LLP**
Barristers & Solicitors
374 Ouellette Avenue
Suite 1000
Windsor, ON N9A 1A9

Philip S. Chandler
Tel: 519.253.7461
Fax: 519.253.2321
Email: pchandler@bartlet.com

Lawyer for the Estate of Patrick D'Amore and Simba Group Developments Limited

AND TO: **Law Office of James Branoff**
1710 Golfview Drive
LaSalle, ON N9J 1Y9

Tel: 519.978.2968
Fax: 519.987.0058
Email: jamesbranoff@sympatico.ca

Lawyer for the Estate of Patrick D'Amore and Simba Group Developments Limited

AND TO: **Affleck Greene McMurtry**
Barristers and Solicitors
365 Bay Street
Suite 200
Toronto, ON M5H 2V1

Peter R. Greene
Tel: 416-360-8767
Fax: 519.360.5960
Email: pgreene@agmlawyers.com

AND TO: **BDO Canada Limited**
633 Colborne Street
Suite 100
London, ON N6B 2V3

Stephen N. Cherniak
Tel: 519.660.2666
Fax: 519.439.4351
Email: scherniak@bdo.ca

Court appointed Receiver of Banwell Development Corporation and Royal Timbers Inc.

AND TO: **Ministry of Finance**
33 King Street West, 6th Floor
Oshawa, ON L1H 8E9

Kevin J. O'Hara
Email: Kevin.ohara@ontario.ca

AND TO: **The Corporation of the City Of Windsor**
400 City Hall Square West
Suite 201
Windsor, ON N9A 7K6

Mark P. Nazarewich, Senior Legal Counsel
Email: mnazarewich@city.windsor.on.ca

AND TO: **Gatti Law Professional Corporation**

400-267 Pelissier Street
Windsor, ON N9A 4K4
Tel: 519.258.1010
Fax: 519.258.0163

Attention: Alfredo R. Gatti
Email: di@argatti.com

AND TO: **Frank Ricci**

60 Talbot St. W.
Leamington, Ont. N8H 1M4
Tel: 519-326-3237
Fax: 519-326-8139

Email: frankricci@rers.ca

Lawyer for the Purchaser of Banwell Road Parcels 5-10, 2186234 Ontario Limited

AND TO: **Fazio Giorgi LLP**

333 Wyandotte St. E.
Windsor, ON N9A 3H7
Tel: 519.258.5030
Fax: 519.971.9051

Attention: Joseph C. Giorgi
Email: jgiorgi@faziogiorgi.com

Lawyer for the Purchaser of Part 24, 2248144 Ontario Limited

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**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
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ACT*, R.S.O. 1990, C. B. 16, AS AMENDED

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TAB

“1”

Court File No. CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
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APPLICATION UNDER SECTION 207 OF THE *BUSINESS CORPORATIONS*
ACT, R.S.O. 1990, C. B. 16, AS AMENDED

NOTICE OF MOTION

(Returnable on a date to be determined by Regional Senior Justice Thomas)

BDO CANADA LIMITED (“**BDO**”), in its capacity as court-appointed receiver (the “**Receiver**”) of the assets, undertakings and properties of Banwell Development Corporation (“**Banwell**”) and Royal Timbers Inc. (“**Royal Timbers**” and together with Banwell, the “**Companies**”) pursuant to the Order of Mr. Justice Thomas dated June 5, 2013 (the “**Appointment Order**”), will make a motion to Regional Senior Justice Thomas to be heard on a date to be determined by Regional Senior Justice Thomas, at the Courthouse, 245 Windsor Avenue, Windsor, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard in writing under subrule 37.12.1(1) because it is unopposed.

THE MOTION IS FOR :

1. Orders substantially in the form appended hereto as Appendices “A”, “B” and “C”:
 - (a) if necessary, abridging or waiving the time for service and filing, dispensing with service, or validating the method of service of all motion confirmation forms, the Motion Record, including the Notice of Motion and the Thirteenth Report of the Receiver dated February 25, 2021 and all appendices thereto (the “**Thirteenth Report**”) and all supplementary motion materials, if any, and directing that any

further service of same be dispensed with such that this motion is properly returnable on a date to be determined by Regional Senior Justice Thomas;

- (b) approving the Agreement of Purchase and Sale dated effective September 11, 2019 (the “**Banwell Road Parcels 5-10 APS**”) between the Receiver, as vendor, and 2186234 Ontario Limited (“**2186234 Ontario**”), as purchaser, in respect of the lands comprised by Part of lots 143 & 144 Concession 1, designated as Parts 5, 6, 7, 8, 9, 10, 16, 17, 18, 19, 20, 21, 22, 23, 25, 32, 33, 34, 35, 36, 37, 38, 41 and 42, Plan 12R-27789 (PIN 01566-1012 (LT), PIN 01566-1013 (LT), PIN 01566-1014 (LT), PIN 01566-1015 (LT), PIN 01566-1016 (LT), 01566-1017 (LT)), LRO #12 (“**Banwell Road Parcels 5-10**”), and authorizing the Receiver to enter into and complete the transaction contemplated therein (the “**Banwell Road Parcels 5-10 Transaction**”);
- (c) vesting in 2186234 Ontario all of Royal Timbers’ right, title and interest in and to Banwell Road Parcels 5-10 free and clear of any and all claims and encumbrances, save and except the permitted encumbrances as identified on **Schedule “D”** to the draft order attached as **Appendix “A”**;
- (d) amending the Approval and Vesting Order of Regional Senior Justice Thomas dated June 18, 2019 (the “**Part 24 AVO**”), in accordance with the draft order attached as **Appendix “B”**;
- (e) sealing the Confidential Supplement to the Thirteenth Report (the “**Confidential Supplement**”) until further order of the Court or the completion of the Banwell Road Parcels 5-10 Transaction, whichever is earlier.
- (f) approving the Thirteenth Report, the Confidential Supplement and the activities and actions of the Receiver described therein;
- (g) approving the Receiver’s interim Statement of Receipts and Disbursements for each of Banwell, Royal Timbers and Real Ranchs Trust Account for the period ending December 31, 2020 (collectively, the “**Statements of Receipts and Disbursements**”);
- (h) approving the professional fees of the Receiver and its legal counsel (the “**Professional Fees**”);

- (i) approving and authorizing the following distributions to be made to creditors of Royal Timbers in full satisfaction of their claims following the completion of the Banwell Road Parcels 5-10 Transaction:
 - (i) \$129,662.34 to Affleck Greene McMurtry LLP (“**AGM**”);
 - (ii) \$166,671.44 to M.R. Dunn Contractors Ltd. (“**Dunn**”); and
 - (iii) \$5,500 to the D’Amore Estate; and
- (j) such further and other relief as this Honourable Court deems just.

THE GROUNDS FOR THE MOTION ARE:

Approval of the Banwell Road Parcels 5-10 Transaction

- (a) by Order of the Honourable Mr. Justice Thomas dated June 5, 2013, as amended, the Receiver was appointed as receiver without security of the assets, undertakings and properties of Banwell and Royal Timbers pursuant to Section 248(3)(b) and 209 of the *Business Corporations Act* and Section 101 of the *Courts of Justice Act* (the “**Appointment Order**”);
- (b) pursuant to the Appointment Order, the Receiver has the power to, among other things, sell, convey, transfer, lease or assign any of the property, assets and undertaking of the Companies, or any parts thereof, without approval of the Court in respect of any transaction not exceeding \$50,000 provided that the aggregate consideration for all such transactions does not exceed \$200,000, and otherwise the Receiver must obtain Court approval;
- (c) the Appointment Order empowers the Receiver to apply for a Vesting Order to convey title to the Banwell Road Parcels 5-10 free and clear of any liens and encumbrances affecting such lands;
- (d) the Receiver has entered into the Banwell Road Parcels 5-10 APS, subject to court approval;
- (a) the market for the Banwell Road Parcels 5-10 has been extensively canvassed;
- (b) there is no other viable purchaser for Banwell Road Parcels 5-10;

- (c) the Banwell Road Parcels 5-10 Transaction is commercially reasonable and represents the highest and best price available for the Banwell Road Parcels 5-10; and
- (d) it is in the best interests of the stakeholders that the Banwell Road Parcels 5-10 Transaction be completed.

Amendment of Part 24 AVO

- (a) Pursuant to the Part 24 AVO, Mr. Justice Thomas approved the transfer of Part of lots 143 & 144 Concession 1, designated as Part 24 on Plan 12R-27789, being part of PIN 01566-0979 (LT); LRO #12 (“**Part 24**”) to 2248144 Ontario (the “**Part 24 Transaction**”) and vesting in 2248144 Ontario all of Royal Timber’s right, title and interest in Part 24 free and clear of any and all claims and encumbrances, other than permitted encumbrances;
- (b) Due to issues with land registry office, the Part 24 Transaction has not yet been completed. With these issues now resolved, the Receiver expects to complete the Part 24 Transaction in the near future. However, in order to do so, the Part 24 AVO needs to be amended because of changes arising from the process to revise and reconfigure the Banwell Road Commercial Lands, as defined in the Thirteenth Report, to make them more marketable;
- (c) The property description and property identification number for Part 24 have changed (now 01566-1018 (LT) instead of 01566-0979 (LT)), executions have been registered on title to Part 24 which need to be deleted (in the thumbnail or “Property Remarks” section of the parcel register for Part 24), and three transfer easement instruments were registered on January 20, 2021 which need to remain as permitted encumbrances (CE986396, CE986406 and CE986407);
- (d) Unless the Part 24 AVO is amended, the land registrar will not certify the application for vesting order to complete the Part 24 Transaction;
- (e) Rule 59.06 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194 (the “**Rules**”);

Distribution

- (a) Subject to the completion of the Banwell Road Parcels 5-10 Transaction, after paying out the remaining Simba mortgages, sufficient funds will be available to

fully pay the claims of the three known Royal Timbers unsecured creditors, being AGM, Dunn and D'Amore Estate;

- (b) Upon the above distributions being completed, all known creditor claims against Royal Timbers will have been fully satisfied.

Sealing Order

- (a) the Confidential Supplement and the appendices thereto contain sensitive and confidential information, the disclosure of which would be detrimental to the interests of the stakeholders;
- (b) the Confidential Supplement contains commercially sensitive information which if disclosed could undermine the integrity of the marketing and sale process should the Banwell Road Parcels 5-10 Transaction not be completed for any reason;
- (c) the sealing of the Confidential Supplement meets the *Sierra Club of Canada* test; and
- (d) section 137(2) of the *Courts of Justice Act*, R.S.O 1990, c. C-43 ("**CJA**").

Approval of the Thirteenth Report, the Confidential Supplement and the Receiver's Activities and the Statements of Receipts and Disbursements

- (a) the Receiver has carried out its duties and responsibilities in accordance with the terms of the Appointment Order and other orders made in these receivership proceedings.

Approval of Professional Fees

- (a) pursuant to paragraph 19 of the Appointment Order, the Receiver and counsel to the Receiver were granted a first charge on the Property as security for the Professional Fees, both before and after the making of the Appointment Order;
- (b) pursuant to paragraph 20 of the Appointment Order, the accounts of the Receiver and its legal counsel must be passed from time to time by a judge of the Ontario Superior Court of Justice; and
- (c) it is the Receiver's opinion that the Professional Fees are fair and reasonable and justified in the circumstances and accurately reflect the work performed by the Receiver and its legal counsel, Miller Thomson LLP.

Other

- (a) the Appointment Order;
- (b) Section 100 of the CJA;
- (c) Rules 1.04, 1.05, 2.03, 3.02(1), 16 and 37 of the Rules;
- (d) such other grounds as counsel may advise and this Honourable Court may permit.

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

- (a) the Thirteenth Report;
- (b) the Confidential Supplement;
- (c) the Fee Affidavit of Stephen N. Cherniak sworn February 19, 2021 and the exhibits attached thereto;
- (d) the Fee Affidavit of Sherry Kettle affirmed February 18, 2021 and the exhibits attached thereto;
- (e) all other pleadings and materials previously filed in these proceedings; and
- (f) such further and other evidence as counsel may advise and this Honourable Court may permit.

February 26, 2021

MILLER THOMSON LLP

One London Place
255 Queens Avenue, Suite 2010
London, ON Canada N6A 5R8

Tony Van Klink LSUC#: 29008M
Tel: 519.931.3509
Fax: 519.858.8511

Sherry A. Kettle LSUC#: 53561B
Tel: 519.931.3534
Fax: 519.858.8511

Lawyers for BDO Canada Limited, Court-Appointed
Receiver of Banwell Development Corporation and
Royal Timbers Inc.

SERVICE LIST

TO: **Lerners LLP**
Toronto Office
130 Adelaide Street West
Suite 2400
Toronto, ON M5H 3P5

Cynthia B. Kuehl
Tel: 416.601.2363
Fax: 416.867.2433
Email: ckuehl@lerners.ca

Lawyers for the Applicant, Kevin D'Amore

AND TO: **R.G. Colautti Law Professional Corporation**
Suite 300
2510 Ouellette Avenue
Windsor, ON N8X 1L4
Tel: 519.966.1300
Fax: 519.966.1079

Raymond G. Colautti
Email: ray@clplaw.ca

Steven Pickard
E-mail: steve@clplaw.ca

Lawyers for the Respondent, Scott D'Amore

AND TO: **Chodola Reynolds Binder**
720 Walker Road
Windsor, ON N8Y 2N3

Robert J. Reynolds
Tel: 519.254.6433
Fax: 519.254.7990
Email: reynolds@crblaw.ca

Lawyers for the Respondent, J. Murray Troup and 928579 Ontario Limited

AND TO: **Marusic Law**
2491 Ouellette Avenue
Windsor, ON N8X 1L5

Sheri Medaglia
Tel: 519.969.1817
Fax: 519.969.9655
Email: smedaglia@marusiclaw.com

Lawyers for the Execution Creditor, J. Lepera Contracting Inc.

AND TO: **Strosberg Sasso Sutts LLP**
1561 Ouellette Avenue
Windsor, ON N8X 1K5

James K. Ball
Tel: 519.561.6220
Fax: 1.866.316.5311
Email: ballj@strosbergco.com

Lawyers for the Execution Creditor, M.R. Dunn Contractors Ltd.

AND TO: **Strosberg Sasso Sutts LLP**
1561 Ouellette Avenue
Windsor, ON N8X 1K5

William V. Sasso
Tel: 519.561.6222
Fax: 1.866.316.5311
Email: wvs@strosbergco.com

Lawyers for D'Amore Construction (2000) Ltd.

AND TO: **Bartlet & Richardes LLP**
Barristers & Solicitors
374 Ouellette Avenue
Suite 1000
Windsor, ON N9A 1A9

Philip S. Chandler
Tel: 519.253.7461
Fax: 519.253.2321
Email: pchandler@bartlet.com

Lawyer for the Estate of Patrick D'Amore and Simba Group Developments Limited

AND TO: **Law Office of James Branoff**
1710 Golfview Drive
LaSalle, ON N9J 1Y9

Tel: 519.978.2968
Fax: 519.987.0058
Email: jamesbranoff@sympatico.ca

Lawyer for the Estate of Patrick D'Amore and Simba Group Developments Limited

AND TO: **Affleck Greene McMurtry**
Barristers and Solicitors
365 Bay Street
Suite 200

Toronto, ON M5H 2V1

Peter R. Greene

Tel: 416-360-8767

Fax: 519.360.5960

Email: pgreene@agmlawyers.com

AND TO: **BDO Canada Limited**
633 Colborne Street
Suite 100
London, ON N6B 2V3

Stephen N. Cherniak

Tel: 519.660.2666

Fax: 519.439.4351

Email: scherniak@bdo.ca

Court appointed Receiver of Banwell Development Corporation and Royal
Timbers Inc.

AND TO: **Ministry of Finance**
33 King Street West, 6th Floor
Oshawa, ON L1H 8E9

Kevin J. O'Hara

Email: Kevin.ohara@ontario.ca

AND TO: **The Corporation of the City of Windsor**
400 City Hall Square West
Suite 201
Windsor, ON N9A 7K6

Mark P. Nazarewich, Senior Legal Counsel

Email: mnazarewich@city.windsor.on.ca

AND TO: Gatti Law Professional Corporation

400-267 Pelissier Street
Windsor, ON N9A 4K4
Tel: 519.258.1010
Fax: 519.258.0163

Attention: Alfredo R. Gatti
Email: di@argatti.com

AND TO: Frank Ricci

60 Talbot St. W.
Leamington, Ont. N8H 1M4
Tel: 519-326-3237
Fax: 519-326-8139

Email: frankricci@rers.ca

Lawyer for the Purchaser of Banwell Road Parcels 5-10, 2186234 Ontario Limited

AND TO: Fazio Giorgi LLP

333 Wyandotte St. E.
Windsor, ON N9A 3H7
Tel: 519.258.5030
Fax: 519.971.9051

Attention: Joseph C. Giorgi
Email: jgiorgi@faziogiorgi.com

Lawyer for the Purchaser of Part 24, 2248144 Ontario Limited

TAB

“A”

Court File No. CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE REGIONAL SENIOR) _____ DAY, THE ____ DAY
)
JUSTICE THOMAS) OF _____, 2021

B E T W E E N:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE and ROYAL TIMBERS INC.**

Respondents

APPLICATION UNDER SECTION 207 OF THE BUSINESS CORPORATIONS
ACT, R.S.O. 1990, C. B. 16, AS AMENDED

APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Canada Limited, in its capacity as Court-appointed receiver (the "**Receiver**") of the assets, undertakings and properties of Banwell Development Corporation and Royal Timbers Inc. ("**Royal Timbers**") pursuant to the Order of The Honourable Mr. Justice Thomas dated June 5, 2013, as amended, for, *inter alia*, an order approving the sale transaction (the "**Transaction**") contemplated by an Agreement of Purchase and Sale dated effective September 11, 2019 (the "**APS**") between the Receiver, as vendor, and 2186234 Ontario Limited (the "**Purchaser**"), as purchaser, and appended as Appendix "A" to the confidential supplement (the "**Confidential Supplement**") to the Thirteenth Report of the Receiver dated February 25, 2021 (the "**Thirteenth Report**"), and directing the Receiver to complete the transaction contemplated thereby in respect of the real property described on Schedule "A" hereto (the "**Real Property**") and vesting in the Purchaser all of Royal Timbers'

right, title and interest in and to the Real Property, was heard in writing this day at the Courthouse, 245 Windsor Avenue, Windsor, Ontario.

ON READING the Thirteenth Report and the Confidential Supplement, the motion being unopposed, and on noting that no one appeared, although properly served as appears from the affidavit of service, filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the APS 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 Real Property to the Purchaser.
2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule "B"** hereto (the "**Receiver's Certificate**"), all of Royal Timbers' right, title and interest in and to the Real Property shall vest absolutely in the Purchaser, as beneficial owner, and as the Purchaser may direct on closing, as registered owner, 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 Mr. Justice Thomas dated June 5, 2013; and (ii) 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 Real Property are hereby expunged and discharged as against the Real Property.
3. THIS COURT ORDERS that upon registration in the Land Registry Office for the Land Titles Division of Essex (LRO #12) 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:

- (a) enter such person as the Purchaser may direct on closing as the owner of the Real Property described in **Schedule "A"** hereto in fee simple; and
 - (b) delete and expunge from title to the Real Property described in **Schedule "A"** hereto all of the Claims listed in **Schedule "C"** hereto; and
 - (c) delete and expunge from title to the Real Property all executions, including the executions described in the "Property Remarks" on the parcel registers for the Real Property.
4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Real Property shall stand in the place and stead of the Real Property, 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 Real Property with the same priority as they had with respect to the Real Property immediately prior to the sale, as if the Real Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.
6. THIS COURT ORDERS that, notwithstanding:
- (d) the pendency of these proceedings;
 - (e) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act (Canada)* in respect of Royal Timbers and any bankruptcy order issued pursuant to any such applications; and
 - (f) any assignment in bankruptcy made in respect of Royal Timbers;

the vesting of the Real Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Royal Timbers and shall not be void or voidable by creditors of Royal Timbers, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act (Canada)* or any other applicable federal or provincial legislation, nor

shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

*Justice, Ontario Superior Court of
Justice*

Schedule A – Real Property

The lands and premises legally described as:

PIN	Property Description
01566-1012 (LT)	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 32, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 6 TO 10, 17 TO 23, 25 AND 33 TO 36, PLAN 12R27789 AS IN CE986410; SUBJECT TO AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 6 TO 10, 17 TO 23, 25 AND 33 TO 36, PLAN 12R27789 AS IN CE986410; SUBJECT TO AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 IN FAVOUR OF PARTS 6 TO 10 AND 33 TO 36, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER BLOCK 123, DESIGNATED AS PART 27, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF PARTS 5 AND 32, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PARTS 5 AND 32, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PARTS 5 AND 32, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
01566-1013 (LT)	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 6, 17 AND 33, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 33, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PARTS 6 AND 33, PLAN 12R27789) AS IN CE986410; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 12R27789 IN FAVOUR OF PARTS 5, 7 TO 10, 16, 18 TO 23,</p>

	<p>25, 32, 34 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986411; SUBJECT TO AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 IN FAVOUR OF PARTS 5, 7 TO 10, 16, 18 TO 23, 25, 32, 34 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986411; SUBJECT TO AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 IN FAVOUR OF PARTS 5, 7 TO 10, 32 AND 34 TO 36, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (INFAVOUR OF PARTS 6 AND 33, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PARTS 6 AND 33, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
01566-1014 (LT)	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PARTS 34 AND 35, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PARTS 19, 25 AND 35, PLAN 12R27789 AS IN CE269392; SUBJECT TO AN EASEMENT OVER PARTS 18, 19 AND 25, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 (IN FAVOUR OF PARTS 7, 18, 19, 34 AND 35, PLAN 12R27789) AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R278180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF 7, 34 AND 35, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF PARTS 7, 34 AND 35, PLAN 12R27789) AS IN CE986411; SUBJECT TO AN EASEMENT OVER PARTS 18 AND 18, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 8 TO 10, 16, 17, 20 TO 23, 32, 33, 36 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986412; SUBJECT TO AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 8 TO 10, 16, 17, 20 TO 23, 32, 33, 36 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986412; SUBJECT TO AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 8 TO 10, 32, 33 AND 36 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER BLOCK 123, PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20, 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 1227789 (IN FAVOUR OF PARTS 7, 34 AND 35, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
01566-1015 (LT)	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 8, 20 AND 36, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 36, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT</p>

	<p>OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R27789 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PARTS 8 AND 36, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF 8 AND 36, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PARTS 8 AND 36, PLAN 12R27789) AS IN CE986412; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 7, 9, 10, 16 TO 19, 21 TO 23, 25, 32 TO 35, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986413; SUBJECT TO AN EASEMENT OVER PARTS 20 AND 36, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 7, 9, 10, 16 TO 19, 21 TO 23, 25, 32 TO 35, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986413; SUBJECT TO AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 7, 9, 10, 32, 33, 34 AND 35, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
01566-1016 (LT)	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 9 AND 21, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 AND 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986413; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 8, 10, 16 TO 20, 22, 23, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986414; SUBJECT TO AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 8, 10, 16 TO 20, 22, 23, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986414; SUBJECT TO AN EASEMENT OVER PART 9, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 8, 10, 16 TO 20, 22, 23, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
01566-1017 (LT)	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 10, 22 AND 23, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 AND 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN</p>

12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PART 47, PLAN 12R22742 (IN FAVOUR OF PARTS 10 AND 22, PLAN 12R27789) AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PART 25, PLAN 12R27789 AS IN CE986405; SUBJECT TO AN EASEMENT OVER PART 23, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FVOUR OF PART 10, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986415; SUBJECT TO AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986415; SUBJECT TO AN EASEMENT OVER PART 10, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533 AS IN CE986415; SUBJECT TO AN EASEMENT OVER PART 23, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986407; CITY OF WINDSOR

Schedule B

Court File No. CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE and ROYAL TIMBERS INC.**

Respondents

APPLICATION UNDER SECTION 207 OF THE *BUSINESS CORPORATIONS
ACT*, R.S.O. 1990, C. B. 16, AS AMENDED

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice Thomas of the Ontario Superior Court of Justice (the "**Court**") dated June 5, 2013, as amended, BDO Canada Limited ("**BDO**") was appointed as the receiver (the "**Receiver**") of the assets, undertakings and properties of Banwell Development Corporation and Royal Timbers Inc. ("**Royal Timbers**").

B. Pursuant to an Order of the Court dated _____, 2021, the Court approved an Agreement of Purchase and Sale dated effective September 11, 2019 (the "**APS**") between the Receiver, as vendor, and 2186234 Ontario Limited, as purchaser (the "**Purchaser**"), and appended as **Appendix "A"** to the Confidential Supplement of the Receiver dated February 25, 2021 in respect of the real property legally described on **Schedule B1** hereto (the "**Real Property**") and vesting in the Purchaser all of Royal Timbers' right, title and interest in and to the Real Property, which vesting is to be effective with respect to the Real Property 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 Real Property; (ii) that the conditions to closing as

set out in the APS 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 APS.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Real Property payable on closing pursuant to the APS;
2. The conditions to closing as set out in the APS have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____[TIME] on _____[DATE].

BDO CANADA LIMITED solely in its capacity as Court-appointed receiver of Banwell Development Corporation and Royal Timbers Inc. and not in its personal capacity

Per: _____

Name: Stephen N. Cherniak

Title: Senior Vice President

Schedule B1 – Real Property

The lands and premises legally described as:

PIN	Property Description
01566-1012 (LT)	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 32, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 6 TO 10, 17 TO 23, 25 AND 33 TO 36, PLAN 12R27789 AS IN CE986410; SUBJECT TO AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 6 TO 10, 17 TO 23, 25 AND 33 TO 36, PLAN 12R27789 AS IN CE986410; SUBJECT TO AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 IN FAVOUR OF PARTS 6 TO 10 AND 33 TO 36, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER BLOCK 123, DESIGNATED AS PART 27, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF PARTS 5 AND 32, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PARTS 5 AND 32, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PARTS 5 AND 32, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
01566-1013 (LT)	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 6, 17 AND 33, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 33, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PARTS 6 AND 33, PLAN 12R27789) AS IN CE986410; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 12R27789 IN FAVOUR OF PARTS 5, 7 TO 10, 16, 18 TO 23,</p>

	<p>25, 32, 34 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986411; SUBJECT TO AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 IN FAVOUR OF PARTS 5, 7 TO 10, 16, 18 TO 23, 25, 32, 34 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986411; SUBJECT TO AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 IN FAVOUR OF PARTS 5, 7 TO 10, 32 AND 34 TO 36, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (INFAVOUR OF PARTS 6 AND 33, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PARTS 6 AND 33, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
01566-1014 (LT)	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PARTS 34 AND 35, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PARTS 19, 25 AND 35, PLAN 12R27789 AS IN CE269392; SUBJECT TO AN EASEMENT OVER PARTS 18, 19 AND 25, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 (IN FAVOUR OF PARTS 7, 18, 19, 34 AND 35, PLAN 12R27789) AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R278180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF 7, 34 AND 35, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF PARTS 7, 34 AND 35, PLAN 12R27789) AS IN CE986411; SUBJECT TO AN EASEMENT OVER PARTS 18 AND 18, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 8 TO 10, 16, 17, 20 TO 23, 32, 33, 36 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986412; SUBJECT TO AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 8 TO 10, 16, 17, 20 TO 23, 32, 33, 36 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986412; SUBJECT TO AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 8 TO 10, 32, 33 AND 36 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER BLOCK 123, PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20, 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 1227789 (IN FAVOUR OF PARTS 7, 34 AND 35, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
01566-1015 (LT)	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 8, 20 AND 36, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 36, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT</p>

	<p>OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R27789 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PARTS 8 AND 36, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF 8 AND 36, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PARTS 8 AND 36, PLAN 12R27789) AS IN CE986412; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 7, 9, 10, 16 TO 19, 21 TO 23, 25, 32 TO 35, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986413; SUBJECT TO AN EASEMENT OVER PARTS 20 AND 36, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 7, 9, 10, 16 TO 19, 21 TO 23, 25, 32 TO 35, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986413; SUBJECT TO AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 7, 9, 10, 32, 33, 34 AND 35, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
01566-1016 (LT)	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 9 AND 21, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 AND 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986413; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 8, 10, 16 TO 20, 22, 23, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986414; SUBJECT TO AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 8, 10, 16 TO 20, 22, 23, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986414; SUBJECT TO AN EASEMENT OVER PART 9, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 8, 10, 16 TO 20, 22, 23, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
01566-1017 (LT)	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 10, 22 AND 23, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 AND 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN</p>

12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PART 47, PLAN 12R22742 (IN FAVOUR OF PARTS 10 AND 22, PLAN 12R27789) AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PART 25, PLAN 12R27789 AS IN CE986405; SUBJECT TO AN EASEMENT OVER PART 23, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FVOUR OF PART 10, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986415; SUBJECT TO AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986415; SUBJECT TO AN EASEMENT OVER PART 10, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533 AS IN CE986415; SUBJECT TO AN EASEMENT OVER PART 23, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986407; CITY OF WINDSOR

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

Registration Number	Date	Instrument	Amount	Parties From	Parties to
CE163177	2005/08/10	Charge	\$8,000,000	Banwell Development Corporation	Bank of Montreal
CE269243	2007/04/24	Charge	\$252,693	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269244	2007/04/24	Charge	\$103,706	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269246	2007/04/24	Charge	\$289,209	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269247	2007/04/24	Charge	\$96,403	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269248	2007/04/24	Charge	\$83,257	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269250	2007/04/24	Charge	\$194,267	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269253	2007/04/24	Charge	\$201,570	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE286717	2007/08/08	Construction Lien	\$385,450	J. Lepera Contracting Inc.	-
CE292456	2007/09/12	Certificate	-	Superior Court of Justice	J. Lepera Contracting Inc.

CE297633	2007/10/12	Construction Lien	\$42,828	J. Lepera Contracting Inc.	
CE297634	2007/10/12	Construction Lien	\$44,778	J. Lepera Contracting Inc.	
CE304400	2007/11/23	Certificate	-	Superior Court of Justice	J. Lepera Contracting Inc.
CE304401	2007/11/23	Certificate	-	Superior Court of Justice	J. Lepera Contracting Inc.
CE447653	2010/11/02	Notice		Royal Timbers Inc.	2248144 Ontario Limited
CE447656	2010/11/02	Notice		Royal Timbers Inc.	2248144 Ontario Limited
CE569187	2013/06/18	APL Court Order	-	Superior Court of Justice	BDO Canada
CE714324	2016/05/25	Transmisson Charge	-	D'Amore, Patrick	D'Amore, Scott
CE714326	2016/05/25	Transmisson Charge	-	D'Amore, Patrick	D'Amore, Scott
CE714327	2016/05/25	Transmisson Charge	-	D'Amore, Patrick	D'Amore, Scott
CE714329	2016/05/25	Transmisson Charge	-	D'Amore, Patrick	D'Amore, Scott
CE714330	2016/05/25	Transmisson Charge	-	D'Amore, Patrick	D'Amore, Scott
CE714331	2016/05/25	Transmisson Charge	-	D'Amore, Patrick	D'Amore, Scott
CE714332	2016/05/25	Transmisson Charge	-	D'Amore, Patrick	D'Amore, Scott
CE715026	2016/05/30	Transfer of Charge	-	Simba Group Developments Limited D'Amore, Scott	Windsor Family Credit Union Limited

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

- a) The reservations, limitations, provisions and conditions expressed in the original Agreement from the Crown and all statutory exceptions to title;
- b) Any registered restrictions or covenants that run with the Real Property provided the same have been complied with in all material respects;
- c) Any easements, rights of way, or right of re-entry in favour of a developer, not materially or adversely impairing the present use of the Real Property;
- d) Any agreements with municipal, utilities or public authorities provided the same have been complied with in all material respects;
- e) Any minor encroachments which might be revealed by an up to date survey of the Real Property; and
- f) The following instruments:

01566-1012					
Registration Number	Date	Instrument	Amount	Parties From	Parties to
D37712178	1991/12/18	APL (General)		See Document	E & E Builders Limited Di Mambro & Mancini Construction Ltd.
LT336126	2002/02/05	Bylaw		The Corporation of the City of Windsor	
CE144181	2005/05/04	Transfer Easement	\$3,760	D'Amore, Pat	The Corporation of the City of Windsor The Windsor Utilities Commission-Water Division Enwin Powerlines Limited Union Gas Limited

CE185377	2005/11/29	APL Absolute Title		Banwell Development Corporation	Bell Canada Cogeco Cable Systems Inc.
CE191966	2006/01/04	No Sub Agreement		The Corporation of the City of Windsor	Banwell Development Corporation
12R27789	2019/05/14	Plan Reference			
CE986396	2021/01/20	Transfer Easement		Royal Timbers Inc.	2248144 Ontario Limited
CE986397	2021/01/20	Transfer Easement		Royal Timbers Inc.	838605 Ontario Limited
CE986410	2021/01/20	Transfer		Royal Timbers Inc.	Royal Timbers Inc.
CE992517	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	
CE992518	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	

01566-1013					
Registration Number	Date	Instrument	Amount	Parties From	Parties to
D37712178	1991/12/18	APL (General)		See Document	E & E Builders Limited Di Mambro &

LT336126	2002/02/05	Bylaw		The Corporation of the City of Windsor	Mancini Construction Ltd.
CE144181	2005/05/04	Transfer Easement	\$3,760	D'Amore, Pat	The Corporation of the City of Windsor The Windsor Utilities Commission-Water Division Enwin Powerlines Limited Union Gas Limited Bell Canada Cogeco Cable Systems Inc.
CE185377	2005/11/29	APL Absolute Title		Banwell Development Corporation	
CE191966	2006/01/04	No Sub Agreement		The Corporation of the City of Windsor	Banwell Development Corporation
12R27789	2019/05/14	Plan Reference			
CE986396	2021/01/20	Transfer Easement		Royal Timbers Inc.	2248144 Ontario Limited
CE986397	2021/01/20	Transfer Easement		Royal Timbers Inc.	838605 Ontario Limited
CE986411	2021/01/20	Transfer		Royal Timbers Inc.	Royal Timbers Inc.
CE992517	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-	

CE992518	2021/02/24	Notice		appointed receiver of Royal Timbers Inc. BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	
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01566-1014					
Registration Number	Date	Instrument	Amount	Parties From	Parties to
D37712178	1991/12/18	APL (General)		See Document	E & E Builders Limited Di Mambro & Mancini Construction Ltd.
LT336126	2002/02/05	Bylaw		The Corporation of the City of Windsor	
CE144181	2005/05/04	Transfer Easement	\$3,760	D'Amore, Pat	The Corporation of the City of Windsor The Windsor Utilities Commission-Water Division Enwin Powerlines Limited Union Gas Limited Bell Canada Cogeco Cable Systems Inc.

CE185377	2005/11/29	APL Absolute Title		Banwell Development Corporation	
CE191966	2006/01/04	No Sub Agreement		The Corporation of the City of Windsor	Banwell Development Corporation
CE269392	2007/04/25	Transfer Easement		Royal Timbers Inc.	Bell Canada
12R27789	2019/05/14	Plan Reference			
CE986396	2021/01/20	Transfer Easement		Royal Timbers Inc.	2248144 Ontario Limited
CE986397	2021/01/20	Transfer Easement		Royal Timbers Inc.	838605 Ontario Limited
CE986412	2021/01/20	Transfer		Royal Timbers Inc.	Royal Timbers Inc.
CE992517	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	
CE992518	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	

01566-1015					
Registration Number	Date	Instrument	Amount	Parties From	Parties to
D37712178	1991/12/18	APL (General)		See Document	E & E Builders Limited Di Mambro & Mancini

LT336126	2002/02/05	Bylaw		The Corporation of the City of Windsor	Construction Ltd.
CE144181	2005/05/04	Transfer Easement	\$3,760	D'Amore, Pat	The Corporation of the City of Windsor The Windsor Utilities Commission-Water Division Enwin Powerlines Limited Union Gas Limited Bell Canada Cogeco Cable Systems Inc.
CE185377	2005/11/29	APL Absolute Title		Banwell Development Corporation	
CE191966	2006/01/04	No Sub Agreement		The Corporation of the City of Windsor	Banwell Development Corporation
12R27789	2019/05/14	Plan Reference			
CE986396	2021/01/20	Transfer Easement		Royal Timbers Inc.	2248144 Ontario Limited
CE986397	2021/01/20	Transfer Easement		Royal Timbers Inc.	838605 Ontario Limited
CE986413	2021/01/20	Transfer		Royal Timbers Inc.	Royal Timbers Inc.
CE992517	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed	

CE992518	2021/02/24	Notice		receiver of Royal Timbers Inc. BDO Canada Limited, solely in its capacity as Court- appointed receiver of Royal Timbers Inc.	
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01566-1016					
Registration Number	Date	Instrument	Amount	Parties From	Parties to
D37712178	1991/12/18	APL (General)		See Document	E & E Builders Limited Di Mambro & Mancini Construction Ltd.
LT336126	2002/02/05	Bylaw		The Corporation of the City of Windsor	
CE185377	2005/11/29	APL Absolute Title		Banwell Development Corporation	
CE191966	2006/01/04	No Sub Agreement		The Corporation of the City of Windsor	Banwell Development Corporation
12R27789	2019/05/14	Plan Reference			
CE986396	2021/01/20	Transfer Easement		Royal Timbers Inc.	2248144 Ontario Limited
CE986397	2021/01/20	Transfer Easement		Royal Timbers Inc.	838605 Ontario Limited
CE986414	2021/01/20	Transfer		Royal Timbers Inc.	Royal Timbers Inc.

CE992517	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	
CE992518	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	

01566-1017					
Registration Number	Date	Instrument	Amount	Parties From	Parties to
D37712178	1991/12/18	APL (General)		See Document	E & E Builders Limited Di Mambro & Mancini Construction Ltd.
LT336126	2002/02/05	Bylaw		The Corporation of the City of Windsor	
CE185377	2005/11/29	APL Absolute Title		Banwell Development Corporation	
CE191966	2006/01/04	No Sub Agreement		The Corporation of the City of Windsor	Banwell Development Corporation
12R27789	2019/05/14	Plan Reference			
CE986396	2021/01/20	Transfer Easement		Royal Timbers Inc.	2248144 Ontario Limited

CE986397	2021/01/20	Transfer Easement		Royal Timbers Inc.	838605 Ontario Limited
CE986406	2021/01/20	Transfer Easement		Royal Timbers Inc.	Royal Timbers Inc.
CE986407	2021/01/20	Transfer Easement		Royal Timbers Inc.	838605 Ontario Limited
CE986415	2021/01/20	Transfer		Royal Timbers Inc.	Royal Timbers Inc.
CE992517	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	
CE992518	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	

KEVIN D'AMORE
Applicant

and

BANWELL DEVELOPMENT CORPORATION, 928579
ONTARIO LIMITED, SCOTT D'AMORE and ROYAL
TIMBERS INC. Respondents

Court File No: CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at WINDSOR

APPROVAL AND VESTING ORDER

MILLER THOMSON LLP

One London Place
255 Queens Avenue, Suite 2010
London, ON Canada N6A 5R8

Tony Van Klink LSUC#: 29008M
Tel: 519.931.3509
Fax: 519.858.8511

Sherry A. Kettle LSUC#: 53561B
Tel: 519.931.3534
Fax: 519.858.8511

Lawyers for BDO Canada Limited,
Receiver of Banwell Development
Corporation and Royal Timbers Inc.

TAB

“B”

Court File No. CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE REGIONAL SENIOR) _____ DAY, THE ____ DAY
)
JUSTICE THOMAS) OF _____, 2021

B E T W E E N:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE and ROYAL TIMBERS INC.**

Respondents

APPLICATION UNDER SECTION 207 OF THE BUSINESS CORPORATIONS
ACT, R.S.O. 1990, C. B. 16, AS AMENDED

**ORDER
(Amending the Approval and Vesting Order dated June 18, 2019)**

THIS MOTION, made by BDO Canada Limited, in its capacity as Court-appointed receiver (the "**Receiver**") of the assets, undertakings and properties of Banwell Development Corporation and Royal Timbers Inc. ("**Royal Timbers**") pursuant to the Order of The Honourable Mr. Justice Thomas dated June 5, 2013 as amended, for, *inter alia*, an order amending the Approval and Vesting Order of Regional Senior Justice Thomas dated June 18, 2019, was heard in writing this day at the Courthouse, 245 Windsor Avenue, Windsor, Ontario.

ON READING the Thirteenth Report of the Receiver dated February 25, 2021 and all appendices thereto and the Confidential Supplement to the Thirteenth Report dated February 25, 2021 and all appendices thereto, the motion being unopposed, and on noting that no one appeared, although properly served as appears from the affidavit of service, filed:

1. THIS COURT ORDERS that the Approval and Vesting Order of Regional Senior Justice Thomas dated June 18, 2019 in these proceedings be and the same is hereby amended in the form attached hereto as Schedule "A" and titled the "Amended Approval and Vesting Order".

Justice, Ontario Superior Court of Justice

SCHEDULE "A"

Court File No. CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE REGIONAL SENIOR) JUSTICE THOMAS))))	TUESDAY, THE 18th DAY OF JUNE, 2019
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B E T W E E N:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE and ROYAL TIMBERS INC.**

Respondents

APPLICATION UNDER SECTION 207 OF THE BUSINESS CORPORATIONS
ACT, R.S.O. 1990, C. B. 16, AS AMENDED

AMENDED APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Canada Limited, in its capacity as Court-appointed receiver (the "**Receiver**") of the assets, undertakings and properties of Banwell Development Corporation and Royal Timbers Inc. ("**Royal Timbers**") pursuant to the Order of The Honourable Mr. Justice Thomas dated June 5, 2013, as amended, for, *inter alia*, an order approving the sale transaction (the "**Transaction**") contemplated by an Agreement of Purchase and Sale dated effective January 3, 2019 (the "**APS**") between the Receiver, as vendor, and 2248144 Ontario Limited (the "**Purchaser**"), as purchaser, and appended as **Appendix "E"** to the Twelfth Report of the Receiver dated June 5, 2019 (the "**Twelfth Report**"), and directing the Receiver to complete the transaction contemplated thereby in respect of the real property described on **Schedule "A"** (the "**Real Property**") and vesting in the Purchaser all of Royal

Timbers' right, title and interest in and to the Real Property, was heard in writing this day at the Courthouse, 245 Windsor Avenue, Windsor, Ontario.

ON READING the Twelfth Report and the Confidential Supplement, the motion being unopposed, and on noting that no one appeared, although properly served as appears from the affidavit of Catherine O'Neill sworn June 14, 2019, filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the APS 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 Real Property to the Purchaser.
2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule "B"** hereto (the "**Receiver's Certificate**"), all of Royal Timbers' right, title and interest in and to the Real Property shall vest absolutely in the Purchaser free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Mr. Justice Thomas dated June 5, 2013; and (ii) 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 Real Property are hereby expunged and discharged as against the Real Property.
3. THIS COURT ORDERS that upon registration in the Land Registry Office for the Land Titles Division of Essex (LRO #12) 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:

- (a) enter the Purchaser as the owner of the Real Property described in **Schedule “A”** hereto in fee simple;
 - (b) delete and expunge from title to the Real Property described in **Schedule “A”** hereto all of the Claims listed in **Schedule “C”** hereto; and
 - (c) delete and expunge from title to the Real Property all executions, including the executions described in the “Property Remarks” on the parcel register for the Real Property.
4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Real Property shall stand in the place and stead of the Real Property, 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 Real Property with the same priority as they had with respect to the Real Property immediately prior to the sale, as if the Real Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver’s Certificate, forthwith after delivery thereof.
6. THIS COURT ORDERS that, notwithstanding:
- (a) the pendency of these proceedings;
 - (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act (Canada)* in respect of Royal Timbers and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made in respect of Royal Timbers;

the vesting of the Real Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Royal Timbers and shall not be void or voidable by creditors of Royal Timbers, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act (Canada)* or any other applicable federal or provincial legislation, nor

shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

Justice, Ontario Superior Court of Justice

Schedule A – Real Property

The lands and premises legally described as:

PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PART 24, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 24, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 24, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; TOGETHER WITH AN EASEMENT OVER PART 25, PLAN 12R22842 AS IN CE986405; SUBJECT TO AN EASEMENT OVER PART 24, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 10, 16 TO 22, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986406; SUBJECT TO AN EASEMENT OVER PART 24, PLAN 12, 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986407; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; CITY OF WINDSOR (PIN 01566-1018 (LT)); LRO #12

Schedule B

Court File No. CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE and ROYAL TIMBERS INC.**

Respondents

APPLICATION UNDER SECTION 207 OF THE *BUSINESS CORPORATIONS
ACT*, R.S.O. 1990, C. B. 16, AS AMENDED

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice Thomas of the Ontario Superior Court of Justice (the "**Court**") dated June 5, 2013, as amended, BDO Canada Limited ("**BDO**") was appointed as the receiver (the "**Receiver**") of the assets, undertakings and properties of Banwell Development Corporation and Royal Timbers Inc. ("**Royal Timbers**").

B. Pursuant to an Order of the Court dated June ___, 2019, the Court approved an Agreement of Purchase and Sale dated effective January 3, 2019 (the "**APS**") between the Receiver, as vendor, and 2248144 Ontario Limited, as purchaser (the "**Purchaser**"), and appended as **Appendix "E"** to the Twelfth Report dated June 5, 2019 in respect of the real property legally described on Schedule B1 hereto (the "**Real Property**") and vesting in the Purchaser all of Royal Timbers' right, title and interest in and to the Real Property, which vesting is to be effective with respect to the Real Property 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 Real Property; (ii) that the conditions to closing as set out in the APS 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 APS.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Real Property payable on closing pursuant to the APS;
2. The conditions to closing as set out in the APS have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____[TIME] on _____ [DATE].

BDO CANADA LIMITED solely in its capacity as Court-appointed receiver of Banwell Development Corporation and Royal Timbers Inc. and not in its personal capacity

Per: _____

Name: Stephen N. Cherniak

Title: Senior Vice President

Schedule B1 – Real Property

The lands and premises legally described as:

PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PART 24, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 24, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 24, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; TOGETHER WITH AN EASEMENT OVER PART 25, PLAN 12R22842 AS IN CE986405; SUBJECT TO AN EASEMENT OVER PART 24, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 10, 16 TO 22, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986406; SUBJECT TO AN EASEMENT OVER PART 24, PLAN 12, 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986407; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; CITY OF WINDSOR (PIN 01566-1018 (LT)); LRO #12

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

Registration Number	Date	Instrument	Amount	Parties From	Parties to
CE163177	2005/08/10	Charge	\$8,000,000	Banwell Development Corporation	Bank of Montreal
CE269243	2007/04/24	Charge	\$252,693	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269244	2007/04/24	Charge	\$103,706	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269246	2007/04/24	Charge	\$289,209	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269247	2007/04/24	Charge	\$96,403	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269248	2007/04/24	Charge	\$83,257	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269250	2007/04/24	Charge	\$194,267	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269253	2007/04/24	Charge	\$201,570	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE286717	2007/08/08	Construction	\$385,450	J. Lepera Contracting	

		Lien		Inc.	-
CE292456	2007/09/12	Certificate	-	Superior Court of Justice	J. Lepera Contracting Inc.
CE297633	2007/10/12	Construction Lien	\$42,828	J. Lepera Contracting Inc.	
CE297634	2007/10/12	Construction Lien	\$44,778	J. Lepera Contracting Inc.	
CE304400	2007/11/23	Certificate	-	Superior Court of Justice	J. Lepera Contracting Inc.
CE304401	2007/11/23	Certificate	-	Superior Court of Justice	J. Lepera Contracting Inc.
CE569187	2013/06/18	APL Court Order		Superior Court of Justice	BDO Canada
CE714324	2016/05/25	Transmisson Charge		D'Amore, Patrick	D'Amore, Scott
CE714326	2016/05/25	Transmisson Charge		D'Amore, Patrick	D'Amore, Scott
CE714327	2016/05/25	Transmisson Charge		D'Amore, Patrick	D'Amore, Scott
CE714329	2016/05/25	Transmisson Charge		D'Amore, Patrick	D'Amore, Scott
CE714330	2016/05/25	Transmisson Charge		D'Amore, Patrick	D'Amore, Scott
CE714331	2016/05/25	Transmisson Charge		D'Amore, Patrick	D'Amore, Scott
CE714332	2016/05/25	Transmisson Charge		D'Amore, Patrick	D'Amore, Scott
CE715026	2016/05/30	Transfer of Charge		Simba Group Developments Limited D'amore, Scott	Windsor Family Credit Union Limited

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

- a) The reservations, limitations, provisions and conditions expressed in the original Agreement from the Crown and all statutory exceptions to title;
- b) Any registered restrictions or covenants that run with the Real Property provided the same have been complied with in all material respects;
- c) Any easements, rights of way, or right of re-entry in favour of a developer, not materially or adversely impairing the present use of the Real Property;
- d) Any agreements with municipal, utilities or public authorities provided the same have been complied with in all material respects; and
- e) Any minor encroachments which might be revealed by an up to date survey of the Real Property; and
- f) The following instruments:

Registration Number	Date	Instrument	Amount	Parties From	Parties to
D37712178	1991/12/18	APL (General)		See Document	E & E Builders Limited Di Mambro & Mancini Construction Ltd.
LT336126	2002/02/05	Bylaw		The Corporation of the City of Windsor	
CE144181	2005/05/04	Transfer Easement	\$3,760	D'Amore, Pat	The Corporation of the City of Windsor The Windsor Utilities Commission-Water Division Enwin Powerlines Limited Union Gas Limited

					Bell Canada Cogeco Cable Systems Inc.
CE185377	2005/11/29	APL Absolute Title		Banwell Development Corporation	
CE191966	2006/01/04	No Sub Agreement		The Corporation of the City of Windsor	Banwell Development Corporation
12R22842	2006/11/21	Plan Reference			
12R22922	2007/02/07	Plan Reference			
CE267537	2007/04/12	Transfer Easement	\$1	Royal Timbers Inc.	Royal Timbers Inc.
CE269223	2007/04/24	Transfer	\$1	Royal Timbers Inc.	Royal Timbers Inc.
CE269224	2007/04/24	Transfer	\$1	Royal Timbers Inc.	Royal Timbers Inc.
CE269225	2007/04/24	Transfer	\$1	Royal Timbers Inc.	Royal Timbers Inc.
CE269226	2007/04/24	Transfer	\$1	Royal Timbers Inc.	Royal Timbers Inc.
CE269227	2007/04/24	Transfer	\$1	Royal Timbers Inc.	Royal Timbers Inc.
CE269228	2007/04/24	Transfer	\$1	Royal Timbers Inc.	Royal Timbers Inc.
CE269392	2007/04/25	Transfer Easement	\$1	Royal Timbers Inc.	Bell Canada.
CE277655	2007/06/15	APL Consolidate		Royal Timbers Inc.	
CE287636		Transfer	\$1	Royal Timbers Inc.	Royal Timbers Inc.
CE447653	2010/11/02	Notice		Royal Timbers Inc.	
CE447656	2010/11/02	Notice		Royal Timbers	

CE449307	2010/11/17	LR's Order		Inc. Land Registrar	
CE828900	2018/05/14	APL Consolidate		Royal Timbers Inc.	
CE882405	2019/04/23	Transfer Rel&Aband		Royal Timbers Inc.	Royal Timbers Inc.
CE883362	2019/04/29	Transfer Rel&Aband		Royal Timbers Inc.	Royal Timbers Inc.
12R27789	2019/05/14	Plan Reference			
CE986396	2021/01/20	Transfer Easement		Royal Timbers Inc.	2248144 Ontario Limited
CE986406	2021/01/20	Transfer Easement		Royal Timbers Inc.	Royal Timbers Inc.
CE986407	2021/01/20	Transfer Easement		Royal Timbers Inc.	838605 Ontario Limited

KEVIN D'AMORE
Applicant

and

BANWELL DEVELOPMENT CORPORATION, 928579
ONTARIO LIMITED, SCOTT D'AMORE and ROYAL
TIMBERS INC. Respondents

Court File No: CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at WINDSOR

AMENDED APPROVAL AND VESTING ORDER

MILLER THOMSON LLP

One London Place
255 Queens Avenue, Suite 2010
London, ON Canada N6A 5R8

Tony Van Klink LSUC#: 29008M
Tel: 519.931.3509
Fax: 519.858.8511

Sherry A. Kettle LSUC#: 53561B
Tel: 519.931.3534
Fax: 519.858.8511

Lawyers for BDO Canada Limited,
Receiver of Banwell Development
Corporation and Royal Timbers Inc.

KEVIN D'AMORE

and

BANWELL DEVELOPMENT CORPORATION, 928579
ONTARIO LIMITED, SCOTT D'AMORE and ROYAL
TIMBERS INC.

Court File No: CV-11-17088

Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at WINDSOR

**ORDER
(Amending the Approval and Vesting Order
dated June 18, 2019)****MILLER THOMSON LLP**One London Place
255 Queens Avenue, Suite 2010
London, ON Canada N6A 5R8Tony Van Klink LSUC#: 29008M
Tel: 519.931.3509
Fax: 519.858.8511Sherry A. Kettle LSUC#: 53561B
Tel: 519.931.3534
Fax: 519.858.8511Lawyers for BDO Canada Limited,
Receiver of Banwell Development
Corporation and Royal Timbers Inc.

TAB

“C”

Court File No. CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE REGIONAL SENIOR) _____ DAY, THE ____ DAY
)
JUSTICE THOMAS) OF _____, 2021

B E T W E E N:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE and ROYAL TIMBERS INC.**

Respondents

APPLICATION UNDER SECTION 207 OF THE BUSINESS CORPORATIONS
ACT, R.S.O. 1990, C. B. 16, AS AMENDED

ANCILLARY ORDER

THIS MOTION, made by BDO Canada Limited, in its capacity as Court-appointed receiver (the "**Receiver**") of the assets, undertakings and properties of Banwell Development Corporation and Royal Timbers Inc. ("**Royal Timbers**") pursuant to the Order of The Honourable Mr. Justice Thomas dated June 5, 2013 as amended, for, *inter alia*, an order,

- (a) if necessary, abridging or waiving the time for service and filing, dispensing with service, or validating the method of service of all motion confirmation forms, the Motion Record, including the Notice of Motion and the Thirteenth Report of the Receiver dated February 25, 2021 and all appendices thereto (the "**Thirteenth Report**"), the Confidential Supplement to the Thirteenth Report dated February 25, 2021 and all appendices thereto (the "**Confidential Supplement**") and all supplementary motion materials, if any, and directing that any further service of

same be dispensed with such that this motion is properly returnable on a date to be determined by Regional Senior Justice Thomas;

- (b) approving the Thirteenth Report, the Confidential Supplement and the activities and actions of the Receiver described therein;
- (c) approving the Banwell Statement of Receipts and Disbursements, the Royal Timbers Statement of Receipts and Disbursements and the Real Ranchs Trust Account Statement of Receipts and Disbursements, each as defined in the Thirteenth Report (collectively, the “**Statements of Receipts and Disbursements**”);
- (d) approving the professional fees and disbursements of the Receiver and Miller Thomson LLP, counsel to the Receiver, as described in the fee affidavits of Stephen Cherniak sworn February 19, 2021 and Sherry Kettle affirmed February 18, 2021 (collectively, the “**Professional Fees**”);
- (e) approving and authorizing the following distributions to be made to creditors of Royal Timbers in full satisfaction of their claims following the completion of the Banwell Road Parcels 5-10 Transaction, as defined in the Thirteenth Report:
 - (i) \$129,662.34 to Affleck Greene McMurtry LLP;
 - (ii) \$166,671.44 to M.R. Dunn Contractors Ltd.; and
 - (iii) \$5,500 to the D’Amore Estate; and
- (f) such further and other relief as this Honourable Court deems just.

was heard in writing this day at the Courthouse, 245 Windsor Avenue, Windsor, Ontario.

ON READING the Thirteenth Report and the Confidential Supplement, the motion being unopposed, and on noting that no one appeared, although properly served as appears from the affidavit of service, filed:

1. THIS COURT ORDERS that the time for service and filing of all motion confirmation forms, the Motion Record, including the Notice of Motion and the Thirteenth Report, are hereby abridged and validated, as necessary, such that this motion is properly returnable today and hereby dispenses with further service thereof.

2. THIS COURT ORDERS that the Thirteenth Report and the Confidential Supplement and the activities and actions of the Receiver described therein are hereby approved.
3. THIS COURT ORDERS that the Statements of Receipts and Disbursements be and the same are hereby approved.
4. THIS COURT ORDERS that the Professional Fees be and the same are hereby approved.
5. THIS COURT ORDERS that, following the completion of the Banwell Road Parcels 5-10 Transaction, as defined in the Thirteenth Report, the Receiver is authorized to make the following distributions in full satisfaction of each creditor's respective claims, and such distributions are hereby approved:
 - (a) \$129,662.34 to Affleck Greene McMurtry LLP;
 - (b) \$166,671.44 to M.R. Dunn Contractors Ltd.; and
 - (c) \$5,500 to the D'Amore Estate.

Justice, Ontario Superior Court of Justice

KEVIN D'AMORE

and

BANWELL DEVELOPMENT CORPORATION, 928579
ONTARIO LIMITED, SCOTT D'AMORE and ROYAL
TIMBERS INC.

Court File No: CV-11-17088

Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at WINDSOR

ANCILLARY ORDER

MILLER THOMSON LLP

One London Place
255 Queens Avenue, Suite 2010
London, ON Canada N6A 5R8

Tony Van Klink LSUC#: 29008M
Tel: 519.931.3509
Fax: 519.858.8511

Sherry A. Kettle LSUC#: 53561B
Tel: 519.931.3534
Fax: 519.858.8511

Lawyers for BDO Canada Limited,
Receiver of Banwell Development
Corporation and Royal Timbers Inc.

KEVIN D'AMORE

and

BANWELL DEVELOPMENT CORPORATION,
928579 ONTARIO LIMITED, SCOTT D'AMORE
and ROYAL TIMBERS INC.
Respondents

Court File No: CV-11-17088

Applicant

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at WINDSOR

NOTICE OF MOTION

MILLER THOMSON LLP

One London Place
255 Queens Avenue, Suite 2010
London, ON Canada N6A 5R8

Tony Van Klink LSUC#: 29008M
Tel: 519.931.3509
Fax: 519.858.8511

Sherry A. Kettle LSUC#: 53561B
Tel: 519.931.3534
Fax: 519.858.8511

Lawyers for BDO Canada Limited,
Receiver of Banwell Development Corporation
and Royal Timbers Inc.

TAB

“2”

Court File No. CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE AND ROYAL TIMBERS INC.**

Respondents

APPLICATION UNDER SECTION 207 OF THE *BUSINESS CORPORATIONS
ACT*, R.S.O. 1990, C. B. 16, AS AMENDED

**THIRTEENTH REPORT TO THE COURT SUBMITTED BY BDO CANADA LIMITED,
AS RECEIVER OF BANWELL DEVELOPMENT CORPORATION
AND ROYAL TIMBERS INC.**

February 25, 2021

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- Appendix O** - Schedule of Amount Owing – Dunn Judgment

1. Introduction and Background

1.1 Introduction

1.1.1 This report is submitted by BDO Canada Limited, in its capacity as Receiver (“**BDO**” or the “**Receiver**”) of all assets, undertakings and properties (the “**Property**”) of Banwell Development Corporation (“**Banwell**”) and Royal Timbers Inc. (“**Royal Timbers**” and collectively with Banwell, the “**Companies**”).

1.1.2 Upon application of Bank of Montreal (“**BMO**”), BDO was appointed as Receiver by the Order of Mr. Justice Thomas dated June 5, 2013 (the “**Appointment Order**”). A copy of the Appointment Order is attached as **Appendix A** to this report.

1.2 Background

1.2.1 At all material times, the Companies were engaged in the development of the lands located just west of Banwell Road in the City of Windsor, Ontario (the “**Lands**”). Banwell developed and sold that part of the Lands comprised of residential building lots in what is known as the Royal Timbers Subdivision (the “**Royal Timbers Subdivision**”) and Royal Timbers developed the commercial portion of the Lands, including the construction and subsequent leasing of a commercial plaza located at the southwest corner of the Lands at the junction of Banwell Road and Wildwood Drive, Windsor, Ontario (the “**Commercial Plaza**”).

1.2.2 Banwell was originally a joint venture between Mr. Murray Troup (“**Troup**”) and Mr. Patrick D’Amore (“**D’Amore**”), with ownership held equally by Troup, through his holding company, 928579 Ontario Limited, and D’Amore, as trustee for his sons Kevin D’Amore (“**Kevin**”) and Scott D’Amore (“**Scott**”), as beneficiaries. In August 2011, D’Amore passed away resulting in D’Amore’s 50% shareholding in Banwell vesting equally in each of Kevin and Scott.

1.2.3 Royal Timbers is the wholly-owned subsidiary of Banwell.

1.2.4 Since its appointment on June 5, 2013, the Receiver has undertaken various activities, including, without limitation, the sale of the Commercial Plaza, the sale

of parts of the vacant commercial lands and the sale of numerous residential building lots in the Royal Timbers Subdivision. A number of reports have been filed by the Receiver in these proceedings wherein these activities and transactions are described in greater detail. Mr. Justice Thomas has made several Orders since the commencement of proceedings including, but not limited to the Orders described in the following paragraphs.

- 1.2.5 By Order dated July 23, 2013, as amended by Order dated December 2, 2013, Mr. Justice Thomas prospectively approved the sales transactions in respect of each of the remaining lots in the Royal Timbers Subdivision and prospectively vested all of Banwell's right, title and interest in and to the lots subject to certain conditions and restrictions.
- 1.2.6 By Order dated December 13, 2013, Mr. Justice Thomas, among other things, approved the sale of the Commercial Plaza and the vesting all of Royal Timbers' right, title and interest in the Commercial Plaza in Avila Investments Limited.
- 1.2.7 By Order dated January 27, 2014, Mr. Justice Thomas, among other things, authorized the Receiver to pay \$1,917,494.69, plus per diem interest and legal costs from January 20, 2014 to the date of payment in full and final satisfaction of all claims of BMO against Royal Timbers.
- 1.2.8 Under the terms of the Appointment Order, the Receiver's mandate was to refinance or realize upon the Property as may be required to repay the debts owing by the Companies to BMO and to pay the realty taxes owing upon the Property. In Reasons dated June 10, 2014, Mr. Justice Thomas made an order expanding the Receiver's mandate and ordered a full receivership of the Companies.
- 1.2.9 By Order dated March 3, 2015 Mr. Justice Thomas, among other things, approved the sale process and power of sale transactions for 22 lots (the "**Real Ranchs' Lots**") owned by Real Ranchs Inc. of which Banwell was the mortgagee and approved the sale of the commercial lot municipally known as 3990 Wildwood Drive, Windsor to 838605 Ontario Limited.

- 1.2.10 The Order dated March 3, 2015 also authorized the Receiver to pay BMO the full amount of Banwell's indebtedness to BMO when such funds were available to the Receiver.
- 1.2.11 By Order dated June 24, 2015, Mr. Justice Thomas approved the sale of the Royal Timbers Subdivision lands comprised by Lots 103-106, Block 121 and Block 122 Plan 12M-533, Windsor (the "**Phase 3 Lands**") to Hadi Custom Homes Inc. ("**Hadi**").
- 1.2.12 By further Order dated June 24, 2015 (the "**Simba Distribution Order**"), Mr. Justice Thomas approved the distribution to Simba Group Developments Limited ("**Simba**") and the Estate of Patrick D'Amore ("**D'Amore Estate**") of the amounts secured by the Simba and D'Amore Estate mortgages as and when funds were available to the Receiver provided that prior to making such distribution written notice was provided to the Service List.
- 1.2.13 By Order dated October 6, 2015 Mr. Justice Thomas approved the sale of certain one foot reserve blocks over the Phase 3 Lands to Hadi.
- 1.2.14 By Order dated March 27, 2017, Mr. Justice Thomas approved the sale of the commercial lots owned by Banwell being Part Lots 142 & 143, Concession 1 (McNiff's), Designated as Parts 22, 23, 25, 27 on Reference Plan 12R-21671 and Part 1 on Reference Plan 12R-22066, Except Plan 12M-546; City of Windsor, Essex County to Goodwill Industries – Essex Kent Lambton Inc.
- 1.2.15 By Order dated May 29, 2017 (the "**Simba Mortgages and D'Amore Advances Order**"), Mr. Justice Thomas, among other things, approved the schedule prepared by the Receiver, and included as Appendix F to the Tenth Report of the Receiver, as the basis for future payments to be made by the Receiver under the Simba and D'Amore Estate mortgages, and declared that that the \$871,000 advanced to the Companies during 2009 by D'Amore is properly repayable to the D'Amore Estate.
- 1.2.16 By Order dated February 13, 2018 Mr. Justice Thomas approved the sale of the commercial lot owned by Royal Timbers located at 3155 Banwell Road, being

Part Lot 143 Con 2 (PT Old Banwell Road closed by LT336126) designated as Parts 9 & 12 PL 12R19305 subject to easement over Parts 9 & 12 PL 12R19305 as in LT336127, together with row over Parts 8 & 11 PL 12R19305 as in LT 387015; Part Lot 144 Con 2 designated as Parts 3 & 6 PL 12R19305, subject to easement over Part 3 PL 12R19305 as in R1541523, together with right over Parts 2, 5, 8 & 11 PL 12R19305 as in R1539706; subject to and together with an easement as in CE267537; City of Windsor, Essex County to Taplane Inc.

- 1.2.17 The Receiver submitted a Twelfth Report to the Court dated June 5, 2019 (the “**Twelfth Report**”) in support of a motion for, among other things, an Order approving the sale of 4 commercial lots owned by Royal Timbers being Part of lots 143 & 144 Concession 1, designated as Parts 1, 2, 3, 4, 11, 12, 13, 14, 15, 26, 27, 28, 29 and 30, Plan 12R-27789, being part of PIN 01566-0979 (LT); LRO #12 (“the “**Banwell Road Parcels 1-4**”) to Banwell Gardens Care Centre Facility Inc. (“**Banwell Gardens**”). A copy of the Twelfth Report (without appendices) is attached as **Appendix B**.
- 1.2.18 By Order dated June 18, 2019, Mr. Justice Thomas approved the sale of Banwell Road Parcels 1-4 to Banwell Gardens.

2. Terms of Reference

- 2.1 In preparing this, the Receiver's Thirteenth Report, the Receiver has relied upon unaudited and draft, internal financial information obtained from the Companies' books and records and discussions with former management and staff (the "**Information**"). The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information and expresses no opinion, or other form of assurance, in respect of the Information.

3. Purpose of The Receiver's Thirteenth Report

3.1 This constitutes the Receiver's Thirteenth Report to the Court (the "**Thirteenth Report**") in this matter and is filed:

- (a) To provide this Court with information on:
 - (i) the Receiver's activities since the date of the Twelfth Report;
 - (ii) the proposed sale by the Receiver of six commercial lots located on Banwell Road and owned by Royal Timbers; and
 - (iii) the outstanding matters to be completed to finalize the receivership.
- (b) In support of an order of the Court:
 - (i) approving the Agreement of Purchase and Sale dated effective September 11, 2019, as amended (the "**Banwell Road Parcels 5-10 APS**") between the Receiver, as vendor, and 2186234 Ontario Limited ("**2186234 Ontario**"), as purchaser, in respect of the lands comprised by Part of lots 143 & 144 Concession 1, designated as Parts 5, 6, 7, 8, 9, 10, 16, 17, 18, 19, 20, 21, 22, 23, 25, 32, 33, 34, 35, 36, 37, 38, 41 and 42, Plan 12R-27789 (PIN 01566-1012 (LT), PIN 01566-1013 (LT), PIN 01566-1014 (LT), PIN 01566-1015 (LT), PIN 01566-1016 (LT), 01566-1017 (LT)), LRO #12 ("**Banwell Road Parcels 5-10**"), and authorizing the Receiver to enter into and complete the transaction contemplated therein (the "**Banwell Road Parcels 5-10 Transaction**");
 - (ii) vesting in 2186234 Ontario all of Royal Timbers' right, title and interest in and to Banwell Road Parcels 5-10 free and clear of any and all claims and encumbrances, other than the permitted encumbrances;
 - (iii) amending the Part 24 AVO, as defined below;
 - (iv) sealing the Confidential Supplement to the Thirteenth Report (the "**Confidential Supplement**") until further Order of the Court;

- (v) approving the Thirteenth Report and the activities of the Receiver described therein;
- (vi) approving the Receiver's interim Statement of Receipts and Disbursements for each of Banwell, Royal Timbers and Real Ranchs Trust Account for the period ending December 31, 2020 (the "**Banwell Statement of Receipts and Disbursements**", the "**Royal Timbers Statement of Receipts and Disbursements**" and "**Real Ranchs Trust Account Statement of Receipts and Disbursements**", respectively);
- (vii) approving the professional fees and disbursements of BDO as Receiver ("**BDO Fees**");
- (viii) approving the professional fees and disbursements of Miller Thomson LLP ("**MT**"), counsel to the Receiver ("**MT Fees**" and collectively with the BDO Fees, the "**Professional Fees**"); and
- (ix) authorizing the following distributions to be made to creditors of Royal Timbers in full satisfaction of their claims following the completion of the Banwell Road Parcels 5-10 Transaction:
 - (A) \$129,662.34 to Affleck Greene McMurtry LLP ("**AGM**");
 - (B) \$166,671.44 to M.R. Dunn Contractors Ltd. ("**Dunn**"); and
 - (C) \$5,500 to the D'Amore Estate.

4. Receiver's Activities

- 4.1 In its Twelfth Report the Receiver reported to the Court on its activities through June 5, 2019.
- 4.2 In this the Thirteenth Report, the Receiver reports on its activities since the date of the Twelfth Report

Royal Timbers subdivision

- 4.3 As outlined in the Twelfth Report and prior reports, the Receiver completed the sale of all remaining residential lots owned by Banwell in Phase 2 of the Royal Timbers subdivision and the 22 Real Ranchs lots located in Phase 4. The Receiver has completed the sale of 83 lots in total and no residential lots remain unsold.
- 4.4 The Tenth and Eleventh Reports outlined the Receiver's activities in completing the roads, sidewalks and infrastructure in Phase 2 and Phase 4 of the Royal Timbers subdivision and the status of the storm water management pond (the "**Pond**"), which is located within Phase 2. Extracts from the Eleventh Report are presented below:
- (a) *The Receiver completed substantially all of Phase 2. Additional work completed included: replacement of the pump that services the storm water retention pond (the "**Pond**"), as required by the City; extensive electrical diagnostic and electrical panel re-work to make the pumping station electronically communicate with the City's systems; clean-up and modifications to the Pond; and miscellaneous sidewalk, curb and asphalt repairs.*
- (b) *The Receiver was unable to complete the 'curb to curb' grading, re-seeding and final landscaping of the Pond area required by the City, prior to the winter months. The engineer engaged by the Receiver, RC Spencer Associates Inc. recommended to the City that all of Phase 2 be accepted and assumed, save and except for the Pond. Spencer recommended that the letter of credit in favour of the City be reduced to an amount equivalent to the approximate cost*

of the remaining Pond work, which is scheduled for Spring 2018. Spencer obtained three (3) quotations for this work.

- 4.5 Although the Receiver completed Phase 2 and Phase 4 approximately three years ago, they have not been assumed by the City of Windsor (the “**City**”). The issues that have delayed the assumption are summarized below.
- 4.6 On November 15, 2017 the engineer engaged by the Receiver, RC Spencer Associates Inc. (“**Spencer**”) advised the City that all work had been completed to City standards, including final inspections and recommended that Phase 4 be accepted and assumed.
- 4.7 On November 30, 2017 Spencer advised the City that all work had been completed to City standards, including final inspections, and recommended that all of Phase 2 be accepted and assumed, save and except for the Pond, for which final grading, seeding and clean-up would be completed in the spring of 2018. The City subsequently, and without prior dialogue with the Receiver or Spencer, advised that Phase 2 would not be assumed, pending a third party engineering review of the performance and design of the Pond. It was the Receiver’s view that a third party review was not warranted and Phases 2 and 4 should be assumed.
- 4.8 Notwithstanding the City’s request for a review of the Pond, which is located in Phase 2, no explanation has been provided to the Receiver or Spencer for the City’s refusal to assume Phase 4.
- 4.9 Following various correspondence with the City that failed to produce a resolution, the Receiver engaged its legal counsel, MT to address the outstanding issues. On November 13, 2018, MT advised the City of the Receiver’s position that the requirements for the assumption of Phases 2 and 4 had been satisfied for some time.
- 4.10 Subsequently the City’s in-house legal counsel provided MT with a copy of a Storm Water Management Plan Review completed by Dillion Consulting (“**Dillon**”) on November 30, 2018.

- 4.11 It is the view of the Receiver, MT and Spencer that the Dillon report does not demonstrate that the Pond facility was not constructed in accordance with the design that was approved by various regulatory bodies in 2004/2005.
- 4.12 In a letter to MT dated October 4, 2019 the City's legal counsel advised that the City required, among other things, regrading of the Pond to a 4:1 slope to increase the Pond volume, installation of 1,464 cubic metres of underground storage and installation of a new pumping station.
- 4.13 The Receiver requested Spencer to provide a cost estimate of the work requested by the City. By letter to the Receiver dated October 11, 2019 Spencer estimated the cost to be in excess of \$800,000.
- 4.14 Subsequent meetings and communications among Spencer, the Receiver and the City have failed to resolve the issue. On November 5, 2020, the City sent correspondence to Spencer and MT re-iterating its position that the Pond is deficient and requiring the owner to undertake the modifications summarized above.
- 4.15 On November 25, 2020 the Receiver's counsel advised the City, in writing, of the Receiver's position that:
- (a) The Receiver has no obligation to complete the work required by the City. The Receiver is not the 'owner' of the Royal Timbers subdivision, is not a party to the subdivision agreement and has no obligation to perform contracts to which Banwell is a party (the Appointment Order provides that the Receiver is not obligated to perform contracts of the Companies);
 - (b) The obligation to complete the work (if there is one) rests solely with Banwell as the owner and the party to the subdivision agreement with the City;
 - (c) If the work is not completed, the City has a potential unsecured claim against Banwell for breach of the subdivision agreement. There will not be sufficient funds available in the Banwell receivership to complete the work required by the City and to fully satisfy the claims of Banwell's creditors. By completing the work, the Receiver would be giving the City a preference over the claims of other Banwell unsecured creditors to which the City is not entitled;

- (d) The Receiver was prepared to complete a reduced scope of work at an approximate cost of \$70,000 which would increase the Pond's storage capacity by approximately 1,000 cubic metres, or 13%. Upon completion of this work the Receiver would expect Phases 2 and 4 of the subdivision to be fully assumed by the City.

4.16 On February 5, 2021 the City advised the Receiver's counsel that it would provide a formal response shortly, but this has not yet been received.

Robinet Road Services Cost Sharing

4.17 Section 4 of the Tenth Report outlined the arrangements under which Robinet Road property owners would reimburse Banwell for a portion of the cost of installing services at the rear of their lots, thus making the rear half of their lots suitable for severance.

4.18 As outlined in the Eleventh Report, the Receiver received the full amount of funds applicable to the cost sharing for Phase 2 totalling \$595,876.17 and completed the related conveyance of the Phase 2 Reserve Blocks to the City on October 4, 2017. The Receiver subsequently reimbursed the City \$13,926.56 for the cost of water connections that were provided for in the cost sharing calculation, but not installed in the original construction.

4.19 By Order dated May 29, 2017, Mr. Justice Thomas approved the transfer of the one foot reserve blocks described as Blocks 54, 55, 56, 57, 58, 59, 60, 61, 62 and 63, Plan 12M-546 (the "**Phase 4 Reserve Blocks**") to the City and vesting in the City all of the Banwell's right, title and interest in free and clear of any and all claims and encumbrances.

4.20 All required documentation applicable to the cost sharing for Phase 4 was submitted to the City by Spencer. The City completed its cost sharing calculations and determined that \$106,296, exclusive of GST/HST, is reimbursable to Royal Timbers for the 5 Robinet Road lots backing onto Phase 4. The Receiver advised the City of its acceptance of the cost sharing calculation.

- 4.21 To date, 3 individual Robinet Road property owners have paid the City for their proportionate share of servicing, who in turn has paid the Receiver the amount of \$66,632. The Receiver has released all the Phase 4 Reserve Blocks in favour of Banwell for these properties and directed MT to arrange the conveyance with the City. The City has advised that it is finalizing a report to City Council on the Phase 4 cost sharing. Upon approval by Council, the City will pay the Receiver the balance of the cost sharing amount that has not been funded by individual property owners and the Receiver will release and convey the remaining Phase 4 Reserve Blocks.

Commercial Lands

- 4.22 Several years prior to the appointment of the Receiver, the commercial lot known as Block 100 under the original reference plan 12R-22842 (the “**Prior Reference Plan**”) was sold by Royal Timbers to 2248144 Ontario Limited (“**2248144 Ontario**”) and developed as a dental/medical building (“**Banwell Dental**”).
- 4.23 On April 2, 2015 the Receiver completed the sale of the adjacent commercial lot known as Block 200 under the Prior Reference Plan to 838605 Ontario and it has now been developed and operates as Alexander Daycare.
- 4.24 The Eleventh Report summarized the Receiver’s efforts to sell the approximately 9.64 acres of remaining commercial development land owned by Royal Timbers that are located on the west side of Banwell Road, north of Blocks 100 and 200 and south of 3155 Banwell (the “**Banwell Road Commercial Lands**”). The report identified several factors that have negatively impacted the saleability of the Banwell Road Commercial Lands to date.
- 4.25 As outlined in the Twelfth Report, in consultation with MGS Real Estate Consulting Inc. (“**MGS**”), the Receiver undertook a lengthy process to revise and reconfigure the Banwell Road Commercial Lands to make them more marketable, including, but not limited to:
- (a) Discharge from title of several site plan control agreements with the City for which the commencement dates had passed;

- (b) Consolidation of Property Identification Numbers (“**PINs**”) of the existing parcels;
 - (c) Several applications to the City Committee of Adjustment (“**Committee of Adjustment**” or “**COA**”) regarding the proposed new reference plan, easements for parking and ingress/egress and conveyance of land to the City for construction of a signalized intersection at the corner of Banwell Road and Palmetto Street (the “**Palmetto Intersection**”);
 - (d) Prepare a new survey and subsequent revisions to create the new reference plan;
 - (e) Prepare new or amended shared parking agreement and mutual services agreement; and
 - (f) Abandon certain existing easements no longer required and registration of new easements.
- 4.26 The Palmetto Intersection will control traffic from Banwell Road east to Palmetto Street and west to an internal driveway (the “**Palmetto Driveway**”) that will provide northerly ingress and egress to the Banwell Road Commercial Lands. As outlined in the Twelfth Report, under a cost sharing agreement dated November 15, 2004 between Banwell, the City and two other developers in the Banwell Road corridor, Banwell is responsible for 50% of the costs to construct the Palmetto Intersection. The Receiver has paid Banwell/Royal Timbers proportionate share to the City.
- 4.27 The new reference plan, identified as 12R-27789 (the “**New Reference Plan**”) was deposited with the Land Registry Office (“**LRO**”) on May 14, 2019 and was included with the Twelfth Report. For reference it is attached hereto as **Appendix C**.
- 4.28 In general terms, the New Reference Plan divided the Banwell Road Commercial Lands into ten roughly equal sized lots of 1 acre each. Lots 1-4 were sold by the Receiver to Banwell Gardens on August 15, 2019. The sale was approved by the court on June 18, 2019; however, closing was delayed in order for the Receiver’s counsel to obtain certain consents from the City and register certain easements to satisfy the requirements of the LRO.

- 4.29 In addition to the purchase price, Banwell Gardens paid to the Receiver \$107,055, representing its proportionate share of estimated future servicing costs for extending sewers north to Banwell Road Parcels 1-4 and constructing an internal roadway within the Banwell Road Commercial Lands (the “**Commercial Servicing**”). These funds are held in trust by MT, to be disbursed to the Receiver upon completion of the Commercial Servicing.
- 4.30 As part of the process outlined in Section 4.25, the Receiver registered partial releases of the easements originally registered in 2007 as instrument CE267537. The partial releases were certified by LRO staff at the time of registration. Subsequently, in October 2019 LRO advised the Receiver’s counsel that the partial releases were not acceptable and all Property Identification Numbers (“**PIN’s**”) affected by these easements were frozen.
- 4.31 Following communications between senior LRO staff, the Receiver’s counsel and a professional surveyor firm engaged by the Receiver, a resolution was reached whereby instrument CE267537 would be completely released and new easements for utilities, services and access, based on the New Reference Plan, would be drafted and registered on title.
- 4.32 This process required obtaining consents from all parties to instrument CE267537, namely 2248144 Ontario and 838605 Ontario, and approval from the Committee of Adjustment for each of the new easements. In all, 12 applications were submitted by MGS to the COA on behalf of the Receiver. Following the resumption of virtual meetings of the COA, which were limited to 5 applications per applicant in each meeting, the Receiver obtained Orders from the COA consenting to each of the required easements. The appeal period for the most recent of the Orders expired on November 13, 2020.
- 4.33 The Receiver has now finalized the various consents with the City and LRO. The LRO has certified the easement documents and created PINs for the lots in the New Reference Plan, which will allow land conveyances to occur.
- 4.34 The Twelfth Report provided background to an Agreement of Purchase and Sale between the Receiver, as vendor and 2248144 Ontario as purchaser, dated January

3, 2019 (the “**Part 24 APS**”) with respect to a sliver of land of approximately 455 square meters that encroaches on the most southerly portion of the Banwell Road Commercial Lands. The land is comprised by Part of lots 143 & 144 Concession 1, designated as Part 24 on Plan 12R-27789, being part of PIN 01566-0979 (LT); LRO #12 (“**Part 24**”). The Part 24 APS was subject to amendment to establish a new completion date.

- 4.35 By Order dated June 18, 2019 (the “**Part 24 AVO**”), Mr. Justice Thomas approved the transfer of Part 24 to 2248144 Ontario (the “**Part 24 Transaction**”) and vesting in 2248144 Ontario all of Royal Timber’s right, title and interest in Part 24 free and clear of any and all claims and encumbrances, other than permitted encumbrances. A copy of the Part 24 AVO is attached hereto as **Appendix D**.
- 4.36 Due to the issues with LRO, the Part 24 Transaction has not yet been completed. With these issues now resolved, the Receiver expects to complete the Part 24 Transaction in the near future. However, in order to do so, the Part 24 AVO needs to be amended because of changes arising from the process to revise and reconfigure the Banwell Road Commercial Lands to make them more marketable, as described in paragraphs 4.25 to 4.33 above.
- 4.37 In particular, the property description and PIN for Part 24 has changed (now 01566-1018 (LT) instead of 01566-0979 (LT)), executions have been registered on title to Part 24 which need to be deleted (in the thumbnail or “Property Remarks” section of the parcel register for Part 24), and three transfer easement instruments were registered on January 20, 2021 which need to remain as permitted encumbrances (CE986396, CE986406 and CE986407). Accordingly, the Receiver seeks an Order amending the Part 24 AVO. A copy of the parcel register for Part 24 prepared on February 18, 2021 is attached hereto as **Appendix E**. A copy of a comparison of the Part 24 AVO to the draft Amended Part 24 AVO, attached as Appendix B to the Notice of Motion, is attached hereto as **Appendix F**.
- 4.38 The Receiver engaged Spencer to design and tender the Commercial Servicing. The scope of the Commercial Servicing was expanded to include commitments made by the Receiver under the terms of the Banwell Road Parcels 5-10 APS. These include: extending municipal water supply lines into each of Banwell Road Parcels 5-10,

installing storm and sanitary sewer connections at the rear of each of the parcels and removing existing water and sewer lines within Parcels 8, 9 and 10.

- 4.39 Six tenders were received prior to the closing date of April 9, 2020 and the contract was awarded to Sterling Ridge Infrastructures Inc. ("**Sterling Ridge**"). After some delay due to Covid-19 restrictions, the work commenced in June 2020 and was substantially completed in July 2020. The Palmetto Driveway was excavated and partly constructed, but will not be completed until the spring of 2021 so that it may be integrated with the Palmetto Intersection being constructed by the City.
- 4.40 Arrangements are in place with the City whereby the receipt of a site plan application from either Banwell Gardens or the owner of Banwell Road Parcel 5 will trigger the completion of the Palmetto Intersection.

Simba Mortgages

- 4.41 Since the Twelfth Report, and pursuant to the Simba Distribution Order and Simba Mortgages and D'Amore Advances Order, on September 19, 2019 the Receiver fully repaid the Simba and D'Amore Estate mortgages registered as instruments CE 269248, CE 269250 and CE 269253. The total amount repaid was \$672,170.15.
- 4.42 Subject to the court approving the Banwell Road Parcels 5-10 Transaction, the remainder of the Simba and D'Amore Estate mortgages will be repaid following the completion of that transaction.

Other Matters

- 4.43 The Receiver continues to work with the Companies' external accountants in preparing annual financial statements for each of the Companies. Since the Twelfth Report, financial statements were prepared, and income tax returns filed for the fiscal years ended May 31, 2019 and May 31, 2020.

5. Receiver's Sale of Banwell Road Parcels 5-10

- 5.1 Banwell Road Parcels 5-10 (or the “**Property**”) comprise approximately 6 acres of commercial development land adjacent to the land sold by the Receiver to Banwell Gardens. They represent the portion of the Banwell Road Commercial Lands located south of Palmetto Street, and north of Blocks 100 and 200.
- 5.2 The Receiver listed Banwell Road Parcels 5-10 for sale with Royal LePage Binder Real Estate of Windsor, Ontario (“**Royal LePage**”) at a combined list price of \$2,899,900.
- 5.3 After some negotiations, on September 11, 2019 the Receiver entered into the Banwell Road Parcels 5-10 APS for the sale of Banwell Road Parcels 5-10 to 2186234 Ontario. The Banwell Road Parcels 5-10 APS was amended on February 25, 2021 to: (a) specifically describe the notice instruments registered on title to Banwell Road Parcels 5-10 on February 24, 2021 for the new Mutual Services Agreement and the new Shared Parking Agreement and which are permitted encumbrances under the draft Approval and Vesting Order for Banwell Road Parcels 5-10; and (b) to remove the old Mutual Services Agreement and the old Shared Parking Agreement from the list of permitted encumbrances in the Banwell Road Parcels 5-10 APS so that they can be deleted under the draft Approval and Vesting Order for Banwell Road Parcels 5-10. A copy of the Banwell Road Parcels 5-10 APS, with the purchase price and deposit terms redacted, and together with the amendment dated February 25, 2021, is attached hereto as **Appendix G**. An unredacted copy of the Banwell Road Parcels 5-10 APS is attached as **Appendix A** to the Confidential Supplement.
- 5.4 Deposits paid by the Purchaser are held in trust by Royal LePage and not included in the Receiver's Statement of Receipts and Disbursements.
- 5.5 The Receiver is seeking approval for the sale of Banwell Road Parcels 5-10 pursuant to the Banwell Road Parcels 5-10 APS and a Vesting Order in respect of Banwell Road Parcels 5-10.

- 5.6 In order to complete the transaction contemplated by the Banwell Road Parcels 5-10 APS, executions that were added to title to the Banwell Road Parcels 5-10 as a result of the process to revise and reconfigure the Banwell Road Commercial Lands, as described in paragraphs 4.25 to 4.33 above, need to be deleted from title. The draft Approval and Vesting Order specifically provides for the deletion of these executions, which are contained in the thumbnail or “property remarks” section of the parcel registers for Banwell Road Parcels 5-10. Copies of the parcel registers for Banwell Road Parcels 5-10 obtained on February 25, 2021 are attached hereto as **Appendix H**.
- 5.7 Banwell Road Parcels 5-10 were previously subject to a full sale process conducted by the Receiver in March 2016, and described in the Tenth Report of the Receiver, that did not yield any offers. Banwell Road Parcels 5-10 have been listed for sale under both the Prior Reference Plan and the New Reference Plan since April 18, 2016.
- 5.8 The Receiver commissioned appraisals of the Banwell Road Commercial Lands as they were configured under the Prior Reference Plan by Metrix Realty Group of London, Ontario (“**Metrix**”). Banwell Road Parcels 5-10 cover approximately the same area as Blocks 300, 400, 500 and 600 under the Prior Reference Plan. The Metrix appraisal report of Blocks 300 and 400, dated March 24, 2015 (the “**Metrix Block 300 & 400 Appraisal**”) is attached as **Appendix C** to the Confidential Supplement. The Metrix appraisal report of Blocks 500 to 900, also dated March 24, 2015 (the “**Metrix Block 500-900 Appraisal**”) is attached as **Appendix D** to the Confidential Supplement.
- 5.9 The Receiver’s analysis of the Banwell Road Parcels 5-10 Transaction is contained in the Confidential Supplement.
- 5.10 The Receiver requests that the Court make an order sealing the Confidential Supplement to avoid the negative impact which the dissemination of the confidential information contained therein might have should the Banwell Road Parcels 5-10 Transaction fail to close for any reason. Publication of the purchase price would undermine the fairness of the resumption of the sale process that may be required if the Banwell Road Parcels 5-10 Transaction does not close.

- 5.11 It is the Receiver's view that that the Banwell Road Parcels 5-10 Transaction is appropriate in the circumstances.
- 5.12 The Receiver is of the view that it has maximized the realization available and the Banwell Road Parcels 5-10 Transaction is commercially reasonable in all respects. Given the foregoing, the Receiver is of the view that the Banwell Road Parcels 5-10 Transaction is in the best interest of the creditors and other stakeholders of the Companies.
- 5.13 The Receiver recommends that this Court approve the completion of the Banwell Road Parcels 5-10 Transaction.

6. Statement of Receipts and Disbursements of the Receiver

6.1 The Receiver maintains a bank account with BMO in London, Ontario for each of Banwell and Royal Timbers. The Real Ranchs Trust Account with BMO has been closed and the remaining balance credited to the Banwell account. Attached as **Appendix I, Appendix J and Appendix K** respectively, are the Banwell Statement of Receipts and Disbursements, Royal Timbers Statement of Receipts and Disbursements and Real Ranchs Trust Account Statement of Receipts and Disbursements. Full details of the Receiver's receipts and disbursements to January 31, 2018 were provided in the Eleventh Report. The Twelfth Report included details of any line items that changed by more than \$1,000 since the Eleventh Report. Details of any new or changed line items since the Twelfth Report are provided below.

6.2 Receipts - Banwell

- (a) *City of Windsor – Robinet Road cost sharing (\$648,581.70)* — The Receiver received \$581,949.61 from the City for the Robinet Road services cost sharing arrangement applicable to Phase 2 of the Royal Timbers subdivision and \$66,632.09 applicable to Phase 4 of the Royal Timbers subdivision.
- (b) *GST / HST refunds (\$441,522.43)* — The Receiver received \$441,522.43 in refunds on HST returns filed.
- (c) *Funds transferred from Real Ranchs (\$24,288.53)* — The Receiver transferred the account balance of \$24,288.53 to its Banwell account and closed the Real Ranchs account.

6.3 Disbursements - Banwell

- (a) *Receiver's fees (\$795,054.53)* – BDO's interim accounts through February 28, 2019 have been approved by the Court and \$755,231.32, excluding HST, was paid from the Banwell account. BDO's interim account for the period October 29, 2019 to July 31, 2020 in the amount of \$53,500.00, excluding HST, is

subject to Court approval. \$39,823.01 has been paid from the Banwell account towards this account.

- (b) *Property taxes (\$586,303.11)* — The Receiver paid \$586,303.11 to the City of Windsor for property tax arrears from 2010 through December 31, 2013, and from 2014 through 2020 on a current basis. Royal Timbers property taxes were paid from the Banwell account from 2017 through 2019. Property taxes previously paid on Real Ranchs' lots have been repaid from the Real Ranchs Trust Account.
- (c) *Legal fees (\$405,500.37)* – MT's accounts through March 28, 2019 have been approved by the Court and \$371,905.12, excluding HST, was paid from the Banwell account. MT's interim accounts for the period April 1, 2019 to March 10, 2020 in the amount of \$33,594.83 were paid from the Banwell account and are subject to Court approval.
- (d) *HST Paid (\$379,754.53)* — The Receiver paid \$379,754.53 in HST on its disbursements.
- (e) *Professional fees – Engineering & Survey (\$177,377.14)* – The Receiver paid the accounts of RC Spencer Associates Inc. for engineering and supervision fees in connection with the following: Block 120 paving; Phase 2 sidewalk construction, curb repair, base asphalt repair and surface paving, storm water retention pond rehabilitation, pump electrical and City assumption issues; Phase 4 sidewalk construction and surface paving; and other projects. The Receiver also engaged Verhaegen Land Surveyors for surveying of Block 120, the Banwell Commercial Lands and other projects.
- (f) *Accounting fees (\$80,875.00)* — The Receiver paid \$80,875.00 to Grant Thornton LLP (formerly Hyatt Lassaline LLP) for the preparation of Banwell and Royal Timbers financial statements and income tax returns.
- (g) *Repairs and Maintenance (\$56,081.73)* – The Receiver paid \$56,081.73 for landscaping, grass/weed cutting, snow removal and repairs and maintenance to the lots and subdivision infrastructure.

- (h) *Letter of Credit fees (\$46,958.97)* — The Receiver has paid annual fees to BMO totaling \$46,958.97 to maintain letters of credit posted with the City.
- (i) *Utilities (\$12,667.12)* — The Receiver paid \$12,667.12 in utilities for the storm water retention pond/pump and Enwin connection/installation charges.
- (j) *Insurance (\$9,521.64)* — The Receiver paid \$9,521.64 for the insurance premiums on the combined Banwell and Royal Timbers policy.

6.4 Receipts – Royal Timbers

- (a) *Sale of Banwell Road Parcels 1-4 (\$1,409,906.31)* – The Receiver received \$1,409,906.31 from the sale of Banwell Road Parcels 1-4. The proceeds received were net of a holdback for servicing costs, real estate commissions and property tax adjustments on closing.
- (b) *GST / HST refunds (\$59,092.22)* — The Receiver received \$59,092.22 in refunds on HST returns filed.

6.5 Disbursements – Royal Timbers

- (a) *Construction (\$414,909.09)* – The Receiver paid \$414,909.09 to Sterling Ridge for the Commercial Servicing.
- (b) *Receiver's fees (\$292,869.42)* – BDO's interim accounts through February 28, 2019 have been approved by the Court and \$196,358.56, excluding HST, was paid from the Royal Timbers account. BDO's interim accounts for the period March 1, 2019 to October 28, 2019 in the amount of \$96,510.80, excluding HST, were paid from the Royal Timbers account and are subject to Court approval.
- (c) *Property taxes (\$351,639.18)* — The Receiver paid \$351,639.18 to the City of Windsor for property taxes on commercial properties and lands owned by Royal Timbers.
- (d) *Legal fees (\$159,502.60)* – MT's accounts through March 28, 2019 have been approved by the Court and \$158,846.59, excluding HST, was paid from the

Royal Timbers account. MT's interim account for the period March 1, 2020 to May 8, 2020 in the amount of \$656.00 was paid from the Royal Timbers account and is subject to Court approval.

- (e) *HST Paid (\$139,258.07)* — The Receiver paid \$139,258.07 in HST on its disbursements.
- (f) *Professional fees – Engineering & Survey (\$76,760.95)* – The Receiver paid the accounts of RC Spencer Associates Inc. for engineering and supervision fees in connection with the Commercial Servicing and other projects. The Receiver also engaged Verhaegen Land Surveyors for surveying of the Banwell Road Commercial Lands, a hydro easement within the commercial lands and preparing the New Reference Plan.
- (g) *Accounting fees (\$43,150.00)* — The Receiver paid \$43,150.00 to Grant Thornton LLP (formerly Hyatt Lassaline LLP) for the preparation of Royal Timbers financial statements and income tax returns.
- (h) *Committee of Adjustment (\$38,402.00)* — The Receiver paid \$38,402.00 to the City of Windsor for COA application fees in connection with the Banwell Road Commercial Lands.
- (i) *Repairs and Maintenance (\$27,283.53)* — The Receiver paid \$27,283.53 repairs and maintenance to the Commercial Plaza and grass cutting of the Banwell Road Commercial Lands.
- (j) *Legal fees (Other) (\$9,545.51)* — The Receiver paid \$9,545.51 in miscellaneous legal fees related to the Banwell Road Commercial Lands and other matters.
- (k) *Consulting fees (\$9,457.50)* — The Receiver paid \$9,457.50 to MGS for consulting fees.

6.6 Receipts – Real Ranchs Trust Account

- (a) *No changes*

6.7 Disbursements – Real Ranchs Trust Account

- (a) *Remaining balance of \$24,288.53 transferred to Receiver's Banwell account.*

7. Fees and Disbursements of the Receiver and its Counsel

7.1 Pursuant to Paragraph 19 of the Appointment Order, the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and the Receiver and counsel to the Receiver have been granted a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person as security for payment of the Professional Fees (the “**Receiver’s Charge**”).

7.2 Pursuant to paragraph 21 of the Appointment Order, the Receiver is at liberty, from time to time, to apply reasonable amounts, out of the monies in its hands, against the Professional Fees and such amounts shall constitute advances against the Professional Fees when and as approved by the Court.

7.3 Attached as **Appendix L** is the fee affidavit of Stephen N. Cherniak sworn February 19, 2021 containing BDO’s interim accounts as Receiver for the following periods:

- March 1, 2019 to July 22, 2019
- July 22, 2019 to October 28, 2019
- October 28, 2019 to July 31, 2020

7.4 The Receiver’s fees paid to date, excluding HST, for Banwell and Royal Timbers are as follows:

Fees paid and Court approved	-	\$951,589.80
Fees paid, but not yet Court approved	-	136,333.81
Fees neither paid, nor Court approved	-	13,676.99
		\$1,101,600.60

7.5 The Receiver submits that the hourly rates charged by the Receiver and its staff are commensurate with commercially reasonable rates for mid-market insolvency firms in the Southwestern Ontario region.

7.6 Attached as **Appendix M** is the fee affidavit of Sherry Kettle, affirmed February 18, 2021 containing the interim accounts of MT for the period April 1, 2019 to January 31, 2021.

7.7 MT's fees paid to date, excluding HST, for Banwell and Royal Timbers are as follows:

Fees paid and Court approved	-	\$530,751.72
Fees paid, but not yet Court approved	-	34,250.83
Fees neither paid, nor Court approved	-	24,710.03
		<u>\$589,712.58</u>

7.8 It is the Receiver's opinion that the Professional Fees are fair and reasonable and justified in the circumstances and accurately reflect the work done by the Receiver and MT in connection with the receivership during the relevant periods.

8. Distribution and Remaining Steps

- 8.1 The balance owing by Royal Timbers on the remaining Simba and D'Amore Estate mortgages is \$1,264,145 at May 31, 2020, plus interest accrued since that date. Upon completion of the Banwell Road Parcels 5-10 Transaction the Receiver will have sufficient funds on hand to pay the outstanding balance on the remaining Simba and D'Amore Estate mortgages in accordance with the Simba Distribution Order and the Simba Mortgages and D'Amore Advances Order.
- 8.2 There are three known unsecured creditors of Royal Timbers as follows:
- (a) AGM provided ongoing legal services to Royal Timbers, and subsequently the Receiver in connection with litigation with J Lepera Contracting Inc. ("**Lepera**"). Lepera sued Royal Timbers for payment for servicing work which it had undertaken on the Banwell Commercial Lands. The action was dismissed and Lepera appealed. As outlined in the Tenth Report, the appeal was dismissed by the Divisional Court in reasons dated October 16, 2016. The Receiver has reviewed the outstanding accounts of AGM totalling \$129,662.34, inclusive of HST, and found them satisfactory.
 - (b) Dunn provided site servicing to the Banwell Road Commercial Lands under the Old Reference Plan. Dunn obtained default judgement against Royal Timbers in the amount of \$49,893.46 for unpaid accounts, including \$2,000 in costs (the "**Dunn Judgment**"). The Dunn Judgment bears interest at a rate of 26.8% from May 11, 2012. A copy of the Dunn Renewal of Writ of Seizure and Sale dated March 12, 2019 is attached as **Appendix N**.
 - (c) D'Amore advanced \$871,000 by way of loans to the Companies. Pursuant to the Simba Mortgages and D'Amore Advances Order, those loans are to be repaid to the D'Amore Estate. Of the \$871,000, \$5,500 was advanced to Royal Timbers.
- 8.3 Subject to the completion of the Banwell Road Parcels 5-10 Transaction, after paying out the remaining Simba mortgages, sufficient funds will be available to fully pay the claims of Royal Timbers unsecured creditors.

- 8.4 The Receiver's legal counsel has advised that since there will be sufficient funds available to fully pay the unsecured claims, including interest, the "*interest stops rule*" does not apply. The "*interest stops rule*" provides that in an insolvency proceeding, interest on unsecured claims stops as of the date of the commencement of the insolvency proceeding. The purpose behind the rule is fairness: the rule prevents creditors with interest entitlements from having their claims grow, post-insolvency, disproportionately to those with no, or lesser, interest entitlements. Since there are sufficient funds available to fully pay the unsecured claims, including interest, there is no unfairness for the rule to operate.
- 8.5 The Receiver has calculated the amount owing under the Dunn Judgment at January 31, 2021 to be \$166,671.44, plus a per diem amount of \$36.63. A schedule of the Receiver's calculation is included in **Appendix O**.
- 8.6 Due to the high interest rate in the Dunn Judgment and several years having elapsed, the amount now owing to Dunn includes \$116,642 in interest on the original judgment amount of \$49,893. The Receiver has contacted legal counsel for Dunn and canvassed whether it would accept a negotiated amount, based on a more commercially reasonable interest rate, in full satisfaction of its claim against Royal Timbers. Dunn's legal counsel has advised the Receiver that it is not prepared to compromise its claim.
- 8.7 Counsel for the D'Amore Estate has previously suggested to the Receiver that interest is payable on the \$871,000 loan under the terms of a Unanimous Shareholder Agreement ("**USA**") made between Patrick D'Amore as trustee, 928579 Ontario Limited, Banwell, J. Murray Troup and Patrick L. D'Amore. The USA provides for the payment of interest for "servicing financing" provided by Patrick D'Amore. The Receiver has been unable to conclude based on the documents provided to it that the \$871,000 loan was "servicing financing" within the meaning of the USA.
- 8.8 Other provisions of the USA deal with "additional financing" and "voluntary shareholder loans", but do not address the payment of interest on such loans.
- 8.9 Based on the documents provided to it, the Receiver is unable to conclude that an agreement for payment of interest on the \$871,000 loan was made.

- 8.10 Therefore, subject to the Court approving the Banwell Road Parcels 5-10 Transaction and the Banwell Road Parcels 5-10 Transaction being completed, the Receiver recommends to the Court that the Receiver be authorized to make the following distributions to Royal Timbers unsecured creditors:
- (a) \$129,662.34 to AGM;
 - (b) \$166,677.41 to Dunn; and
 - (c) \$5,500 to the D'Amore Estate.
- 8.11 Upon the above distributions being completed, all known creditor claims against Royal Timbers will have been fully satisfied.
- 8.12 The Royal Timbers estate owes the Banwell estate for certain amounts paid from the Banwell estate, including the Receiver's share of the Palmetto Intersection, property taxes on Royal Timbers lands, payout of Royal Timbers Simba mortgages, expenses related to the Banwell Commercial Lands and other advances. As indicated in the note to the Statements of Receipts and Disbursements these amounts total \$579,623.81 and will be repaid subject to the Court approving the Banwell Road Parcels 5-10 Transaction and the Banwell Road Parcels 5-10 Transaction being completed.
- 8.13 Royal Timbers is a subsidiary of Banwell. Upon the completion of the administration of the Royal Timbers receivership, the surplus funds remaining in the Royal Timbers receivership account will be payable to Banwell as shareholder. The surplus funds will be transferred by the Receiver to the Banwell receivership account and will become available for distribution to Banwell's creditors, which include purchasers of residential lots prior to the appointment of the Receiver who paid security deposits that were not segregated by Banwell.
- 8.14 The transfer of the surplus funds will not be completed and no distribution will be made to the Banwell creditors until such time as all outstanding matters in the realization of the lands of the Companies is complete. The outstanding matters include:

- (a) *The Stormwater Management Pond and the Assumption by the City of Phases 2 and 4 of the Royal Timbers Subdivision* – The Receiver is awaiting a response from the City to the Receiver’s most recent proposal. If the proposal is accepted by the City, remediation work to the Pond at an approximate cost of \$70,000 will be undertaken by the Receiver and the City will assume Phases 2 and 4 of the Royal Timbers Subdivision. Failing a positive response from the City, no further work will be undertaken by the Receiver to the Pond and the City may choose not to assume Phases 2 and 4. In that event, the City may have an unsecured claim against Banwell for breach of the subdivision agreement, which could affect the distribution to be made to the Banwell creditors;
- (b) *Conveyance of the Remaining Phase 4 Reserve Blocks* – this is expected to be completed in the near future. Upon the conveyance being completed, the Receiver will receive the balance of the shared servicing costs (approximately \$39,664);
- (c) *Completion of the Commercial Servicing* – the Commercial Servicing is expected to be completed in the spring of 2021. Upon the completion of the Commercial Servicing the funds escrowed as part of the Banwell Gardens sale transaction (\$107,055) will be fully released to the Receiver;
- (d) *Conveyance of Part 24 to 2248144 Ontario* - with the easements issue having been recently resolved with the land registry office, this is expected to be completed in the near future, subject to the requested amendment to the Part 24 AVO being granted; and
- (e) *Lot deposits collected by Receiver* – the Receiver collected approximately \$101,250 in security deposits on the sale of residential lots in the Royal Timbers subdivision. The deposits will be reviewed and refunded to the purchasers of the lots, less any offset for costs of damages or restoration incurred by the Receiver.

8.15 Upon the completion of the Banwell Road Parcels 5-10 Transaction and the above outstanding matters, the administration of the receivership for the Companies may be

completed and the remaining funds distributed to the Banwell creditors. No distribution to the Banwell shareholders is anticipated. A further motion will be brought by the Receiver for court approval of the distribution of funds to the Banwell creditors, at which time the Receiver will seek to be discharged.

9. Recommendations

- 9.1 The Receiver recommends and respectfully requests that this Court grant an Order:
- (a) approving the Banwell Road Parcels 5-10 APS and authorizing and directing the Receiver to enter into and complete the Banwell Road Parcels 5-10 Transaction;
 - (b) vesting in 2186234 Ontario all of Royal Timbers' right, title and interest in and to the Banwell Road Parcels 5-10 free and clear of any and all claims and encumbrances, other than permitted encumbrances;
 - (c) amending the Part 24 AVO;
 - (d) sealing the Confidential Supplement filed with the Court from the public record until the earlier of the completion of the Banwell Road Parcels 5-10 Transaction or further order of the Court;
 - (e) approving the Thirteenth Report and the activities and actions of the Receiver described therein;
 - (f) approving the Banwell Statement of Receipts and Disbursements, the Royal Timbers Statement of Receipts and Disbursements and the Real Ranchs Trust Account Statement of Receipts and Disbursements;
 - (g) approving the Professional Fees; and
 - (h) authorizing the following distributions to be made to creditors of Royal Timbers in full satisfaction of their claims following the completion of the Banwell Road Parcels 5-10 Transaction:
 - (i) \$129,662.34 to AGM;
 - (ii) \$166,677.41 to Dunn; and
 - (iii) \$5,500 to the D'Amore Estate.

All of which is Respectfully Submitted this 25th day of February, 2021.

BDO Canada Limited in its capacity as Court Appointed Receiver
of the property, assets and undertakings of Banwell Development
Corporation and Royal Timbers Inc. and not in any personal capacity



Per: Stephen N. Cherniak, CPA, CA, CIRP
Licensed Insolvency Trustee
Senior Vice President

APPENDIX A

Court File No. CV-11-17088

ONTARIO
SUPERIOR COURT OF JUSTICE

THE HONOURABLE

JUSTICE

) *WEDNESDAY*, THE *5th*
BRUCE G. THOMAS

DAY OF JUNE 2013

BETWEEN:

KEVIN D'AMORE

Applicant

- and -

BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE and ROYAL TIMBERS INC.

Respondents

APPLICATION UNDER SECTION 207 OF THE *BUSINESS
CORPORATIONS ACT*, R.S.O. 1990, C. B.16, AS AMENDED

ORDER

THIS MOTION made by Bank of Montreal ("BMO") for an Order pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "**CJA**") appointing BDO Canada Limited as interim receiver-manager (in such capacities, the "**Receiver**") without security, of all of the assets, undertakings and properties of Banwell Development Corporation and Royal Timbers Inc. (collectively, the "**Corporations**") acquired for, or used in relation to a business carried on by the Corporations, was heard this day at 245 Windsor Ave, Windsor Ontario, pending completion of the valuation and sales process ordered pursuant to the Order of The Honourable Bruce Thomas rendered July 26, 2012 (the "**July 26, 2012 Order**")

ON READING the Affidavits of Grey Fedoryn sworn May 13, 2013 and May 22, 2013 and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, the

Respondents and Bank of Montreal (“**BMO**”) and the Consent of the Respondents Banwell Development Corporation, Royal Timbers Inc. (hereinafter referred to as the “**Corporations**”) and the respondents Scott D’Amore Executor for the Estate of Patrick D’Amore, S c o t t D ’ A m o r e (“**Scott**”), Kevin D’Amore (“**Kevin**”), 928579 Ontario Limited (“928579”), and of Simba Group Developments Limited and BMO and on reading the consent of BDO Canada Limited. to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 248(3)(b) and 209 of the *Business Corporations Act* R.S.O. 1990 c. B16 and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, BDO Canada Limited is hereby appointed Receiver-Manager, without security, of all of the assets, undertakings and properties of the Corporations acquired for, or used in relation to a business carried on by the Corporations, including all proceeds thereof (the “**Property**”). The Receivership shall not terminate prior to repayment of the amounts owing by the Corporations to BMO. The Receiver’s mandate is to forthwith refinance or realize upon the Property as may be required in order to repay the debts owing by the Corporations to BMO and to pay realty taxes owing upon the Property. For greater certainty, the implementation of the July 26, 2012 Order will not delay or hinder the Receiver from carrying out its mandate.

RECEIVER’S POWERS

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

- a. to take possession of and exercise control over the Property and any and all

proceeds, receipts and disbursements arising out of or from the Property;

- b. to receive, preserve, and protect of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- c. to manage, operate, and carry on the business of the Corporations, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Corporations;
- d. to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- e. to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Corporations or any part or parts thereof;
- f. to receive and collect all monies and accounts now owed or hereafter owing to the Corporations and to exercise all remedies of the Corporations in collecting such monies, including, without limitation, to enforce any security held by the Corporations;
- g. to settle, extend or compromise any indebtedness owing to the Corporations;
- h. to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Corporations, for any purpose pursuant to this Order;

- i. to undertake environmental or workers' health and safety assessments of the Property and operations of the Corporations;
- j. to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Corporations, the Property or the Receiver, and to settle or compromise any such proceedings save and except for the proceedings that relate to the July 26, 2012 Order. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- k. to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- l. to sell, convey, transfer, lease or assign the Property or any part or parts thereof in the ordinary course of business,
 - i. without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$200,000; and
 - ii. with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply. The Receiver is permitted to sell, convey or transfer the assets of Banwell Development Corporation and to use the proceeds to pay the debts of Royal Timbers Inc.

- m. to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- n. to report to, meet with and discuss with BMO and such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- o. to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- p. to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Corporations;
- q. to exercise any shareholder, partnership, joint venture or other rights which the Corporations may have; and
- r. to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Corporations, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith

advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

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

6. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

REPORT TO COURT

7. **THIS COURT ORDERS** that the Receiver will deliver its first report to the Court on notice to BMO, Scott, Kevin and 928579 and all other interested parties within 45 days following its appointment, which report will include its plan to carry out its mandate and the steps taken to date.

FINANCIAL REPORTING TO STAKEHOLDERS

8. **THIS COURT ORDERS** that the Receiver shall provide monthly financial reporting on the 10th day of each month (and if the 10th is not a business day, the first business day following the 10th day of each month) to BMO, Scott, Kevin and 928579, including, but not limited to, a statement of receipts and disbursements related to the Corporations and their operations.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE CORPORATIONS OR THE PROPERTY

10. **THIS COURT ORDERS** that, save and except for the July 26, 2012 Order, no Proceeding against or in respect of the Corporations or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Corporations or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

11. **THIS COURT ORDERS** that all rights and remedies against the Corporations, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Corporations to carry on any business which the Corporations is not lawfully entitled to carry on, (ii) exempt the Receiver or the Corporations from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest,

or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

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

CONTINUATION OF SERVICES

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

RECEIVER TO HOLD FUNDS

14. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

15. **THIS COURT ORDERS** that all employees of the Corporations shall remain the employees of the Corporations until such time as the Receiver, on the Corporation's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities other than such amounts as the Receiver may specifically agree in writing to pay, or under the *Wage Earner Protection Program Act*.

PIPEDA

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

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

LIMITATION ON THE RECEIVER'S LIABILITY

18. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or willful misconduct on its part, or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by any other applicable legislation.

RECEIVER'S ACCOUNTS

19. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person.

20. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the of the Ontario Superior Court of Justice sitting in Essex County.

21. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall

be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

22. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the total outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge.

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

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

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

GENERAL

26. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
27. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Corporations.
28. **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.
29. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
30. **THIS COURT ORDERS** that BMO shall have its costs of this motion, up to and including entry and service of this Order, on a substantial indemnity basis to be paid by the Receiver from the Corporations' estate with such priority and at such time as this Court may determine.
31. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

ENTERED AT WINDSOR
In Book No. 24
Document No. 729
JUN - 5 2013
<i>[Signature]</i>

[Signature]

JUSTICE

SCHEDULE "A"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that BDO Canada Limited, the receiver (the "**Receiver**") of the assets, undertakings and properties of Banwell Development Corporation and Royal Timbers Inc. acquired for, or used in relation to a business carried on by the Corporations, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (the "**Court**") dated the ____ day of June, 2013 (the "**Order**") made in an action having Court file number _____ has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$____, being part of the total principal sum of \$____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the 5th day of June,
2013.

BDO Canada Limited

solely in its capacity as Receiver of the
Property, and not in its personal capacity

Per:

Name:

Title:

Plaintiff

Defendants

Court File No. CV-11-17088

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
WINDORD

ORDER
~~AFFIDAVIT OF SERVICE~~

ROBINS APPLEBY & TAUB LLP
Barristers & Solicitors
120 Adelaide Street West, Suite 2600
Toronto ON M5H 1T1

David A. Taub
LSUC No. 33518M
Tel: (416) 360-3354
Fax: (416) 868-0306

Lawyers for the Bank of Montreal

APPENDIX B

Court File No. CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE AND ROYAL TIMBERS INC.**

Respondents

APPLICATION UNDER SECTION 207 OF THE *BUSINESS CORPORATIONS
ACT*, R.S.O. 1990, C. B. 16, AS AMENDED

**TWELFTH REPORT TO THE COURT SUBMITTED BY BDO CANADA LIMITED,
AS RECEIVER OF BANWELL DEVELOPMENT CORPORATION
AND ROYAL TIMBERS INC.**

June __ 2019

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Appendices

- Appendix A** - Appointment Order dated June 5, 2013
- Appendix B** - Eleventh Report of the Receiver dated February 5, 2018 (without appendices)
- Appendix C** - 3155 Banwell Approval and Vesting Order dated February 13, 2018
- Appendix D** - Reference Plan 12R-27789
- Appendix E** - Agreement of Purchase and Sale with 2248144 Ontario Limited
- Appendix F** - Redacted Agreement of Purchase and Sale with Banwell Gardens Care Centre Facility Inc.
- Appendix G** - Statement of Receipts and Disbursements – Banwell
- Appendix H** - Statement of Receipts and Disbursements – Royal Timbers
- Appendix I** - Statement of Receipts and Disbursements – Real Ranchs Trust Account
- Appendix J** - Fee affidavit of Stephen N. Cherniak for interim accounts of BDO Canada Limited sworn June 4, 2019
- Appendix K** - Fee affidavit of Sherry Kettle for the interim accounts of Miller Thomson LLP sworn June 5, 2019

1. Introduction and Background

1.1 Introduction

1.1.1 This report is submitted by BDO Canada Limited, in its capacity as Receiver (“**BDO**” or the “**Receiver**”) of all assets, undertakings and properties (the “**Property**”) of Banwell Development Corporation (“**Banwell**”) and Royal Timbers Inc. (“**Royal Timbers**” and collectively with Banwell, the “**Companies**”).

1.1.2 Upon application of Bank of Montreal (“**BMO**”), BDO was appointed as Receiver by the Order of Mr. Justice Thomas dated June 5, 2013 (the “**Appointment Order**”). A copy of the Appointment Order is attached as **Appendix A** to this report.

1.2 Background

1.2.1 At all material times, the Companies were engaged in the development of the lands located just west of Banwell Road in the City of Windsor, Ontario (the “**Lands**”). Banwell developed and sold that part of the Lands comprised of residential building lots in what is known as the Royal Timbers Subdivision (the “**Royal Timbers Subdivision**”) and Royal Timbers developed the commercial portion of the Lands, including the construction and subsequent leasing of a commercial plaza located at the southwest corner of the Lands at the junction of Banwell Road and Wildwood Drive, Windsor, Ontario (the “**Commercial Plaza**”).

1.2.2 Banwell was originally a joint venture between Mr. Murray Troup (“**Troup**”) and Mr. Patrick D’Amore (“**D’Amore**”), with ownership held equally by Troup, through his holding company, 928579 Ontario Limited, and D’Amore, as trustee for his sons Kevin D’Amore (“**Kevin**”) and Scott D’Amore (“**Scott**”), as beneficiaries. In August 2011, D’Amore passed away resulting in D’Amore’s 50% shareholding in Banwell vesting equally in each of Kevin and Scott.

1.2.3 Royal Timbers is the wholly-owned subsidiary of Banwell.

1.2.4 Since its appointment on June 5, 2013, the Receiver has undertaken various activities, including, without limitation, the sale of the Commercial Plaza and

numerous residential building lots contained in the Royal Timbers Subdivision. A number of reports have been filed by the Receiver in these proceedings wherein these activities and transactions are described in greater detail. Mr. Justice Thomas has made several Orders since the commencement of proceedings, including, but not limited to the following:

- 1.2.5 By Order dated July 23, 2013 (the “**Omnibus Approval and Vesting Order**”), as amended by Order dated December 2, 2013 (the “**Amended Omnibus Approval and Vesting Order**”) Mr. Justice Thomas prospectively approved the sales transactions in respect of each of the remaining lots in the Royal Timbers Subdivision and prospectively vested all of Banwell’s right, title and interest in and to the lots subject to certain conditions and restrictions.
- 1.2.6 By Order dated December 13, 2013 (the “**Commercial Plaza Approval and Vesting Order**”), Mr. Justice Thomas, among other things, approved the Commercial Plaza Transaction, vesting all of Royal Timbers’ right, title and interest in the Commercial Plaza in Avila Investments Limited, directed the Receiver to hold the net proceeds and declared that the Encumbrances attached to such net proceeds in the same manner and to the same extent as they attached to the Commercial Plaza prior to completing the Commercial Plaza Transaction.
- 1.2.7 By Order dated January 27, 2014 (the “**Distribution Order**”), Mr. Justice Thomas, among other things, authorized the Receiver to pay \$1,917,494.69, plus per diem interest and legal costs from January 20, 2014 to the date of payment in full and final satisfaction of all claims of BMO against Royal Timbers.

- 1.2.8 Under the terms of the Appointment Order, the Receiver's mandate was to refinance or realize upon the Property as may be required to repay the debts owing by the Companies to BMO and to pay the realty taxes owing upon the Property. In Reasons dated June 10, 2014, Mr. Justice Thomas made an order expanding the Receiver's mandate and ordered a full receivership of the Companies.
- 1.2.9 By Order dated March 3, 2015 Mr. Justice Thomas, among other things, approved the sale process and power of sale transactions for 22 lots owned by Real Ranchs Inc. ("the **Real Ranchs' Lots**"), discharging BMO and Simba Group Developments Limited ("**Simba**") mortgage security from title to the Real Ranchs' Lots; and directing the Receiver to hold the net proceeds from the sale of the Real Ranchs' Lots in a segregated trust account. The Order also approved the sale of the commercial lot municipally known as 3990 Wildwood Drive, Windsor ("**Block 200**") to 838605 Ontario Limited and vested all of Royal Timbers' right, title and interest in Block 200 in 8388605 Ontario Limited.
- 1.2.10 The Order dated March 3, 2015 also authorized the Receiver to pay BMO the full amount of Banwell indebtedness to BMO when such funds are available to the Receiver.
- 1.2.11 By Order dated June 24, 2015 (the "**Phase 3 Lands Approval and Vesting Order**") Mr. Justice Thomas approved the sale of Lots 103-106, Block 121 and Block 122 Plan 12M-533, Windsor (the "**Phase 3 Lands**") to Hadi Custom Homes Inc. ("**Hadi**") and vested all of Banwell's right, title and interest in the Phase 3 Lands in Hadi.
- 1.2.12 By further Order dated June 24, 2015 (the "**Simba Distribution Order**") Mr. Justice Thomas approved the distribution to Simba and D'Amore Estate of an amount equal to all amounts secured by the Simba and D'Amore mortgages, as defined in the Eighth Report to the Court dated June 12, 2015, as and when funds are available to the Receiver provided that prior to making such distribution written notice is provided to the Service List.

- 1.2.13 By Order dated October 6, 2015 (the “**Phase 3 One Foot Reserve Block Order**”) Mr. Justice Thomas approved the sale of certain one foot reserve blocks over the Phase 3 Lands to Hadi and deleting from title all claims and encumbrances to the Phase 3 One Foot Reserve Blocks, except permitted encumbrances.
- 1.2.14 By Order dated March 27, 2017 (the “**Tecumseh Parcels Approval and Vesting Order**”) Mr. Justice Thomas approved the sale of the commercial lots owned by Banwell being Part Lots 142 & 143, Concession 1 (McNiff’s), Designated as Parts 22, 23, 25, 27 on Reference Plan 12R-21671 and Part 1 on Reference Plan 12R-22066, Except Plan 12M-546; City of Windsor, Essex County, (the “**Tecumseh Parcels**”) to Goodwill Industries – Essex Kent Lambton Inc. (“**Goodwill**”) and vested all of Banwell’s right, title and interest in the Tecumseh Parcels in Goodwill.
- 1.2.15 By further Order dated May 29, 2017, (the “**Simba Mortgages and D’Amore Advances Order**”) Mr. Justice Thomas, among other things, approved the schedule prepared by the Receiver, and included as Appendix F to the Tenth Report, as the basis for future payments to be made by the Receiver under the Simba and D’Amore mortgages, and declared that that the \$871,000 advanced to the Companies during 2009 by D’Amore is properly repayable to the estate of D’Amore.
- 1.2.16 The Receiver submitted an Eleventh Report to the Court dated February 5, 2018 (the “**Eleventh Report**”) in support of a motion for, among other things, an Order approving the sale of the commercial lot owned by Royal Timbers being Part Lot 143 Con 2 (PT Old Banwell Road closed by LT336126) designated as Parts 9 & 12 PL 12R19305 subject to easement over Parts 9 & 12 PL 12R19305 as in LT336127, together with row over Parts 8 & 11 PL 12R19305 as in LT 387015; Part Lot 144 Con 2 designated as Parts 3 & 6 PL 12R19305, subject to easement over Part 3 PL 12R19305 as in R1541523, together with right over Parts 2, 5, 8 & 11 PL 12R19305 as in R1539706; subject to and together with an easement as in CE267537; City of Windsor, Essex County (“**3155 Banwell**”) to Taplane Inc. (“**Taplane**”) and directing the Receiver to enter into and complete the transaction

contemplated therein (the “**3155 Banwell Transaction**”). A copy of the Eleventh Report (without appendices) is attached as **Appendix B**.

- 1.2.17 By Order dated February 13, 2018 (the “**3155 Banwell Approval and Vesting Order**”) Mr. Justice Thomas approved the 3155 Banwell Transaction and vested all of Royal Timbers’ right, title and interest in Taplane. A copy of the 3155 Banwell Approval and Vesting Order is attached as **Appendix C**.

2. Terms of Reference

- 2.1 In preparing this, the Receiver's Twelfth Report, the Receiver has relied upon unaudited and draft, internal financial information obtained from the Companies' books and records and discussions with former management and staff (the "Information"). The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information and expresses no opinion, or other form of assurance, in respect of the Information.

3. Purpose of The Receiver's Twelfth Report

3.1 This constitutes the Receiver's Twelfth Report to the Court (the "**Twelfth Report**") in this matter and is filed:

- (a) To provide this Court with information on:
 - (i) the Receiver's activities since the date of the Eleventh Report;
 - (ii) the proposed conveyance by the Receiver to the City of Windsor (the "**City**") of three small parcels of land for the construction of a signalized intersection;
 - (iii) the proposed sale by the Receiver of four commercial lots located on Banwell Road and owned by Royal Timbers; and
 - (iv) the proposed sale by the Receiver of a small portion of the commercial lands located on Banwell Road and owned by Royal Timbers to correct an encroachment issue.

- (b) In support of an order of the Court:
 - (i) approving the conveyance by the Receiver to the City of the parcels of land described as Parts 31, 39 and 40 on 12R-27789 ("**Parts 31, 39 and 40**") and vesting title to Parts 31, 39 and 40 in the City free and clear of any and all claims and encumbrances, other than the permitted encumbrances;

 - (ii) approving the Agreement of Purchase and Sale dated effective November 13, 2018 between the Receiver, as vendor, and Banwell Gardens Care Centre Facility Inc. ("**Banwell Gardens**"), as purchaser, in respect of the lands comprised by Part of lots 143 & 144 Concession 1, designated as Parts 1, 2, 3, 4, 11, 12, 13, 14, 15, 26, 27, 28, 29 and 30, Plan 12R-27789, being part of PIN 01566-0979 (LT); LRO #12 (the "**Banwell Road Parcels 1-4 APS**"), and authorizing the Receiver to

- enter into and complete the transaction contemplated therein (the **“Banwell Road Parcels 1-4 Transaction”**);
- (iii) vesting in Banwell Gardens all of Royal Timbers’ right, title and interest in and to Banwell Road Parcels 1-4 free and clear of any and all claims and encumbrances, other than the permitted encumbrances;
 - (iv) approving the Agreement of Purchase and Sale dated January 3, 2019, and to be amended in respect of the completion date, between the Receiver, as vendor, and 2248144 Ontario Limited, as purchaser, in respect of the lands comprised by Part of lots 143 & 144 Concession 1, designated as Part 24 on Plan 12R-27789, being part of PIN 01566-0979 (LT); LRO #12 (**“Part 24”**) and directing the Receiver to enter into and complete the transaction contemplated therein (the **“Part 24 Transaction”**);
 - (v) vesting in 2248144 Ontario Limited all of Royal Timbers’ right, title and interest in and to Part 24 free and clear of any and all claims and encumbrances, other than the permitted encumbrances;
 - (vi) approving the Twelfth Report and the activities of the Receiver described therein;
 - (vii) approving the Receiver’s interim Statement of Receipts and Disbursements for each of Banwell, Royal Timbers and Real Ranchs Trust Account for the period ending April 30, 2019 (the **“Banwell Statement of Receipts and Disbursements”**, the **“Royal Timbers Statement of Receipts and Disbursements”** and **“Real Ranchs Trust Account Statement of Receipts and Disbursements”**, respectively);
 - (viii) approving the professional fees and disbursements of BDO as Receiver (**“BDO Fees”**);

- (ix) approving the professional fees and disbursements of Miller Thomson LLP (“**MT**”), counsel to the Receiver (“**MT Fees**” and collectively with the BDO Fees, the “**Professional Fees**”); and
- (x) sealing the Confidential Supplement to the Twelfth Report (the “**Confidential Supplement**”) until further Order of the Court.

4. Receiver's Activities

- 4.1 In its Eleventh Report the Receiver reported to the Court on its activities through February 5, 2018.
- 4.2 In this the Twelfth Report, the Receiver reports on its activities since the date of the Eleventh Report

Royal Timbers subdivision

Phases 1 and 3

- 4.3 Phase 1 of the Royal Timbers subdivision ("**Phase 1**") was assumed by the City several years prior to the appointment of the Receiver.
- 4.4 In 2015 the Receiver sold two remaining residential lots in Phase 1 owned by Banwell, and a third lot located in Phase 1 under power of sale proceedings.
- 4.5 One serviced, but irregularly shaped residential lot owned by Banwell remained available for sale ("**Lot 60**").
- 4.6 On May 10, 2018 the Receiver listed Lot 60 for sale with Bob Pedler Real Estate Limited of Windsor at a listing price of \$79,900. On June 6, 2018 the Receiver completed the sale of Lot 60.
- 4.7 As noted in the Introduction and Background section of this report, and pursuant to the Phase 3 Lands Approval and Vesting Order, the sale of the Phase 3 Lands to Hadi was completed on July 31, 2015.

Phases 2 and 4

- 4.8 As outlined in the Eighth Report of the Receiver and prior reports, the Receiver completed the sale of all residential lots owned by Banwell in Phases 2 and 4 of the Royal Timbers subdivision ("**Phase 2**" and "**Phase 4**") and the 22 Real Ranchs lots located in Phase 4. Including Phase 1, the Receiver has completed the sale of 83 lots in total. No residential lots remain unsold.

- 4.9 The Tenth and Eleventh Reports outlined the Receiver's activities in completing the roads, sidewalks and infrastructure in Phase 2 and Phase 4 of the Royal Timbers subdivision and the status of the storm water management pond (the "**Pond**") located within Phase 2.
- 4.10 On November 15, 2017 the engineer engaged by the Receiver, RC Spencer Associates Inc. ("**Spencer**") advised the City that all work had been completed to City standards, including final inspections and recommended that Phase 4 be accepted and assumed.
- 4.11 On November 30, 2017 Spencer advised the City that all work had been completed to City standards, including final inspections and recommended that all of Phase 2 be accepted and assumed, save and except for the Pond. The City subsequently advised that Phase 2 would not be assumed, pending a third party engineering review of the performance and design of the Pond. It was the Receiver's view that a third party review was not warranted and Phases 2 and 4 should be assumed.
- 4.12 Following various correspondence with the City that failed to produce a resolution, and in an effort to expedite the assumption of Phases 2 and 4, the Receiver engaged its legal counsel, MT to address the outstanding issues. On November 13, 2018, MT advised the City of its position that the requirements for the assumption of Phases 2 and 4 had been satisfied for some time.
- 4.13 Subsequently the City's in-house legal counsel provided MT with a copy of the Storm Water Management Plan Review completed by Dillion Consulting ("**Dillon**") on November 30, 2018.
- 4.14 It is the view of the Receiver, MT and Spencer that the Dillon report does not demonstrate that the Pond facility was not constructed in accordance with the design that was approved by various regulatory bodies in 2004/2005.
- 4.15 The issue of the City assumption of Phases 2 and 4 remains unresolved. Letters of credit in favour of the City in the amount of \$225,000 (Phase 2) and \$75,000 (Phase 4) remain in place. Failing a resolution, an application to the Court will be required.

Robinet Road Services Cost Sharing

- 4.16 Section 4 of the Tenth Report outlined the arrangements under which Robinet Road property owners would reimburse Banwell for a portion of the cost of installing services at the rear of their lots, thus making the rear half of their lots suitable for severance.
- 4.17 As outlined in the Eleventh Report, the Receiver received the full amount of funds applicable to the cost sharing for Phase 2 totalling \$595,876.17 and completed the related conveyance of the Phase 2 Reserve Blocks to the City on October 4, 2017. Since the Eleventh Report the Receiver has reimbursed the City \$13,926.56 for the cost of water connections that were provided for in the cost sharing calculation, but not installed in the original construction.
- 4.18 The Receiver has confirmed that all required documentation applicable to the cost sharing for Phase 4 has been submitted to the City by Spencer and the report is under review by the City's finance department before going to City Council for approval.

Commercial Lands

- 4.19 Pursuant to the 3155 Banwell Approval and Vesting Order, the Receiver completed the sale of 3155 Banwell to Taplane on February 28, 2018.
- 4.20 The Eleventh Report summarized the Receiver's efforts to sell the approximately 9.64 acres of commercial development land owned by Royal Timbers that are located on the west side of Banwell Road (the "**Banwell Road Commercial Lands**"). The report identified several factors that have negatively impacted the saleability of the lands to date.
- 4.21 The Eleventh Report also noted that the Receiver had engaged a consultant, MGS Real Estate Consulting Inc. ("**MGS**") to evaluate options for the Banwell Road Commercial Lands, including engaging in preliminary discussions with the City. The Receiver noted that options may include: re-location of the roadway between parcels; deletion of existing site plans registered on title; removal of the mutual services

agreement; and creation of a new reference plan for 10 rectangular parcels of approximately one acre each, having equal frontage on Banwell Road.

4.22 In consultation with MGS, the Receiver has undertaken a lengthy process to revise and reconfigure the Banwell Road Commercial Lands, including, but not limited to:

- (a) Discharge from title of several site plan control agreements with the City for which the respective commencement dates had passed.
- (b) Consolidation of Property Identification Numbers (“**PINs**”) of the existing parcels.
- (c) Several applications to the City Committee of Adjustment (“**Committee of Adjustment**”) regarding the proposed new reference plan, easements for parking and ingress/egress and conveyance of land to the City for construction of a signalized intersection at the corner of Banwell Road and Palmetto Street (the “**Palmetto Intersection**”).
- (d) Prepare new survey and subsequent revisions to create the new reference plan.
- (e) Prepare new or amended shared parking agreement and mutual services agreement.
- (f) Abandon certain existing easements no longer required and registration of new easements.

4.23 The new reference plan, identified as 12R-27789 (the “**New Reference Plan**”) was deposited with the Land Registry office on May 14, 2019 and is attached hereto as **Appendix D**.

4.24 The Palmetto Intersection will control traffic from Banwell Road east to Palmetto Street and west to an internal roadway to be constructed (the “**Palmetto Extension**”) that will provide ingress and egress to the Banwell Commercial Lands.

4.25 Under a cost sharing agreement dated November 15, 2004 between Banwell, the City and two other developers in the Banwell Road corridor, Banwell is responsible for

50% of the costs to construct the Palmetto Intersection. No amounts had been paid by Banwell or Royal Timbers prior to the appointment of the Receiver. Cost estimates were prepared by D.C. McCloskey Engineering Ltd. as of September 12, 2014 and the City previously advised that Banwell/Royal Timbers' share was \$207,311.00, exclusive of HST.

- 4.26 It was the Receiver's view that construction of the Palmetto Intersection would bring the Banwell Commercial Lands closer to development and improve the saleability of the lands. Accordingly, the Receiver requested an updated cost from the City for Banwell/Royal Timbers', share of the Palmetto Intersection. The Receiver paid the updated amount of \$325,634.89, exclusive of HST, on October 17, 2018. This amount reflects industry wide increases in construction costs. In February 2019, the City confirmed that the project would be included in its 2019 capital budget, with the tender expected in early spring. Subsequently, the City advised the Receiver of its revised strategy to include the Palmetto Intersection as part of a substantial expansion of Banwell Road scheduled for 2021. In the interim, the City has agreed to allow temporary access to the Banwell Road Commercial Lands from Banwell Road until the Palmetto Intersection is completed.
- 4.27 Several years prior to the appointment of the Receiver, the commercial lot known as Block 100 under the original reference plan 12R-22842 (the "**Prior Reference Plan**") was sold by Royal Timbers to 2248144 Ontario Limited ("**2248144 Ontario**") and developed as a dental/medical building ("**Banwell Dental**").
- 4.28 In the course of preparing surveys for the New Reference Plan, the Receiver determined that a small portion of the parking lot for Banwell Dental encroaches on the most southerly portion of the Banwell Road Commercial Lands.
- 4.29 In order to remedy this situation, the Receiver has entered into an Agreement of Purchase and Sale with 2248144 Ontario, as purchaser, dated January 3, 2019 (the "**Part 24 APS**") with respect to a sliver of land comprising approximately 455 square meters and identified as Part 24 on the New Reference Plan ("**Part 24**"). The purchase price is \$22,500. The Part 24 APS is subject to amendment to establish a new completion date. The Receiver is seeking an Order vesting in 2248144 Ontario all of Royal Timbers right, title and interest in Part 24 free and clear of any and all

claims and encumbrances, other than permitted encumbrances. A copy of the Part 24 APS is attached hereto as **Appendix E**.

- 4.30 The Receiver has entered into the Banwell Road Parcels 1-4 APS with Banwell Gardens, as purchaser, with respect to Banwell Road Parcels 1–4. These lands consist of 4 of the 10 parcels comprising the Banwell Road Commercial Lands. The Banwell Road Parcels 1-4 Transaction is discussed in Section 5 of this Report.
- 4.31 Upon the completion of the Banwell Road Parcels 1-4 Transaction, the Receiver will commence the construction of the Palmetto Extension to the rear (west) boundary of the property and construction of an internal roadway and sewer services running along the rear boundary of the property north to the south boundary of Banwell Road Parcels 1-4 (the “**Commercial Servicing**”).
- 4.32 The Receiver recently adjusted the list prices for the Banwell Commercial Lands to reflect the costs of the Commercial Servicing that will be paid by the Receiver and a general increase in market activity for commercial development land.
- 4.33 Parcels 5 – 7 under the New Reference Plan are currently listed for sale with Royal LePage Binder Real Estate (“**LePage**”) at a listing price of \$1,329,900.
- 4.34 Parcels 8 – 10 under the New Reference Plan are currently listed for sale with LePage at a listing price of \$1,549,900. The listing price for Parcels 5 – 10 inclusive is \$2,899,900.

Simba Mortgages

- 4.35 Since the Eleventh Report, and pursuant to the Simba Mortgages and D’Amore Advances Order and the Simba Distribution Order, on March 19, 2018 the Receiver fully repaid the Simba mortgage registered as instrument CE 269275. The total amount repaid was \$552,568.05.

Other Matters

- 4.36 The Receiver continues to work with the Companies’ external accountants in preparing annual financial statements for each of the Companies. Since the Eleventh

Report, financial statements were prepared, and income tax returns filed for the fiscal year ended May 31, 2018.

5. Conveyance of Palmetto Intersection lands to City of Windsor

- 5.1 As noted in section 4.22 of the Receiver's Activities, the Receiver made several applications to the Committee of Adjustment in the course of the reconfiguration of the Banwell Road Commercial Lands
- 5.2 The Receiver's applications heard on June 28, 2018 were granted on the condition that the Applicant/Owner gratuitously convey to the City "land sufficient to create a signalized intersection at Banwell Road and Palmetto Street". As discussed, the Palmetto Intersection will benefit the Banwell Road Commercial Lands and this condition was acceptable to the Receiver.
- 5.3 The required lands (previously defined as "**Parts 31, 39 and 40**") were incorporated into the new survey and New Reference Plan for the Banwell Road Commercial Lands.
- 5.4 Accordingly, the Receiver requests the approval of the Court to gratuitously convey Parts 31, 39 and 40 to the City and vest Parts 31, 39 and 40 in the City.

6. Receiver's Sale of Banwell Road Parcels 1-4

- 6.1 Banwell Road Parcels 1-4 (or the “**Property**”) consist of 4 parcels of vacant commercial development land comprising approximately 3.58 acres. They represent the portion of the Banwell Road Commercial Lands located north of Palmetto Street, and south of 3155 Banwell, which was sold by the Receiver on February 28, 2018.
- 6.2 Based on the draft New Reference Plan, the Receiver listed Banwell Road Parcels 1-4 for sale with Royal LePage Binder Real Estate of Windsor, Ontario (“**Royal LePage**”) at a combined list price for the 4 parcels of \$1,529,000.
- 6.3 After some negotiations, on November 13, 2018 the Receiver entered into the Banwell Road Parcels 1-4 APS for the sale of Banwell Road Parcels 1-4 to Banwell Gardens. A copy of the Banwell Road Parcels 1-4 APS, with the purchase price redacted, is attached hereto as **Appendix F**. An unredacted copy of the Banwell Road Parcels 1-4 APS is attached as **Appendix A** to the Confidential Supplement.
- 6.4 The Receiver is seeking approval for the sale of Banwell Road Parcels 1-4 pursuant to the Banwell Road Parcels 1-4 APS and a Vesting Order in respect of Banwell Road Parcels 1-4.
- 6.5 Banwell Road Parcels 1-4 were previously subject to a full sale process conducted by the Receiver in March 2016, and described in the Tenth Report of the Receiver, that did not yield any offers. Banwell Road Parcels 1-4 have been listed for sale under both the Prior Reference Plan and the proposed New Reference Plan since April 18, 2016.
- 6.6 The Receiver commissioned an appraisal of the Banwell Road Commercial Lands as they were configured under the Prior Reference Plan by Metrix Realty Group of London, Ontario (“**Metrix**”). Banwell Road Parcels 1-4 cover approximately the same area as Blocks 700, 800 and 900 under the Prior Reference Plan. The Metrix appraisal report of Blocks 500 to 900, dated March 24, 2015 (the “**Metrix Commercial Appraisal**”) is attached as **Appendix E** to the Confidential Supplement.

- 6.7 The Receiver's analysis of the Banwell Road Parcels 1-4 Transaction is contained in the Confidential Supplement.
- 6.8 The Receiver requests that the Court make an order sealing the Confidential Supplement to avoid the negative impact which the dissemination of the confidential information contained therein might have should the Banwell Road Parcels 1-4 Transaction fail to close for any reason. Publication of the purchase price would undermine the fairness of the resumption of the sale process that may be required if the transaction does not close.
- 6.9 It is the Receiver's view that that the Banwell Road Parcels 1-4 Transaction is appropriate in the circumstances.
- 6.10 The Receiver is of the view that it has maximized the realization available and the Banwell Road Parcels 1-4 Transaction is commercially reasonable in all respects. Given the foregoing, the Receiver is of the view that the Banwell Road Parcels 1-4 Transaction is in the best interest of the creditors and other stakeholders of the Companies.
- 6.11 The Receiver recommends that this Court approve the completion of the Banwell Road Parcels 1-4 Transaction.

7. Statement of Receipts and Disbursements of the Receiver

7.1 The Receiver maintains a bank account with BMO in London, Ontario for each of Banwell, Royal Timbers and the Real Ranchs Trust Account. Attached as **Appendix G, Appendix H and Appendix I** respectively, are the Banwell Statement of Receipts and Disbursements, Royal Timbers Statement of Receipts and Disbursements and Real Ranchs Trust Account Statement of Receipts and Disbursements. Full details of the Receiver's receipts and disbursements to January 31, 2018 were provided in the Eleventh Report. Detail of any line items that have changed by more than \$1,000 since the Eleventh Report are as follows:

7.2 Receipts - Banwell

- (a) *Sale of Lots (\$1,786,990.85)* — The Receiver received net proceeds totalling \$1,786,990.85 from completing the sales of 61 serviced lots in the Royal Timbers subdivision and the unserviced Phase 3 Lands. Proceeds received are net of VTB mortgages received as consideration, property tax arrears paid to the City of Windsor and real estate commissions paid on closing for Lot 60. The net proceeds include VTB registration fees of \$3,842.00 paid by the purchasers.
- (b) *Sale of 3155 Banwell Road (\$297,212.46)* – The Receiver received \$297,212.46 from the sale of 3155 Banwell Road. The proceeds received were net of real estate commissions and property tax adjustments on closing, and were deposited to the Receiver's Banwell account.
- (c) *City of Windsor – Robinet Road cost sharing (\$581,949.61)* — The Receiver received \$581,949.61 from the City for the Robinet Road services cost sharing arrangement applicable to Phase 2 of the Royal Timbers subdivision. This amount is net of funds reimbursed to the City since the Eleventh Report for the cost of water connections that were provided for in the cost sharing calculation, but not installed in the original construction.

- (d) *GST / HST refunds (\$427,689.16)* — The Receiver received \$427,689.16 in refunds on HST returns filed.

7.3 Disbursements - Banwell

- (a) *Construction (\$1,141,140.65)* – The Receiver has paid \$1,141,140.65 in construction costs for: Block 120 paving and sidewalks; Phase 2 sidewalks, curb repair, base asphalt repair and surface paving; sewer flushing and camera inspection; storm water retention pond rehabilitation, pump replacement and electrical; and other projects.
- (b) *Receiver's fees (\$712,178.48)* – BDO's interim accounts through January 19, 2017 have been approved by the Court and \$509,917.34, excluding HST, was paid from the Banwell account. BDO's interim accounts for the period January 20, 2017 to October 18, 2018 in the amount of \$202,261.14, excluding HST, were paid from the Banwell account and are subject to Court approval.
- (c) *Property taxes (\$559,129.95)* — The Receiver paid \$559,129.95 to the City of Windsor for property tax arrears from 2010 through December 31, 2013, and from 2014 through 2019 on a current basis. Royal Timbers property taxes have been paid from the Banwell account since 2017. Property taxes previously paid on Real Ranchs' lots have been repaid from the Real Ranchs Trust Account.
- (d) *Legal fees (\$371,905.54)* – MT's accounts through December 31, 2016 have been approved by the Court and \$289,020.41, excluding HST, was paid from the Banwell account. MT's interim accounts for the period January 1, 2017 to March 28, 2019 in the amount of \$82,885.13 were paid from the Banwell account and are subject to Court approval.
- (e) *HST Paid (\$361,126.16)* — The Receiver paid \$361,126.16 in HST on its disbursements.
- (f) *Professional fees – Engineering & Survey (\$169,302.11)* – The Receiver paid \$156,527.60 to RC Spencer Associates Inc. for engineering and supervision

fees in connection with the following: Block 120 paving; Phase 2 sidewalk construction, curb repair, base asphalt repair and surface paving, storm water retention pond rehabilitation, pump electrical and City assumption issues; Phase 4 sidewalk construction and surface paving; and other projects. The Receiver paid \$12,774.51 to Verhaegen Land Surveyors for surveying of Block 120, the Banwell Commercial Lands and other projects.

- (g) *Accounting fees (\$68,715.00)* — The Receiver paid \$68,715.00 to Grant Thornton LLP (formerly Hyatt Lassaline LLP) for the preparation of Banwell and Royal Timbers financial statements and income tax returns.
- (h) *Repairs and Maintenance (\$51,379.23)* – The Receiver paid \$51,379.23 for landscaping, grass/weed cutting, snow removal and repairs and maintenance to the lots and subdivision infrastructure.
- (i) *Letter of Credit fees (\$41,516.64)* — The Receiver has paid annual fees to BMO totaling \$41,516.64 to maintain letters of credit posted with the City.
- (j) *City of Windsor application fees (\$32,675.12)* — The Receiver paid \$32,675.12 to the City to process applications to the Committee of Adjustment for each of the commercial parcels in the New 12R and various by-law, zoning and signage permit applications.
- (k) *Utilities (\$11,425.81)* — The Receiver paid \$11,425.81 in utilities for the storm water retention pond/pump and Enwin connection/installation charges.
- (l) *Other Professional Fees (\$7,777.00)* — The Receiver paid \$7,777.00 in professional fees for miscellaneous legal and consulting, including MGS.
- (m) *Insurance (\$7,404.48)* — The Receiver paid \$7,404.48 for the insurance premiums on the combined Banwell and Royal Timbers policy.

7.4 Receipts – Royal Timbers

- (a) *GST / HST refunds (\$31,051.40)* — The Receiver received \$31,051.40 in refunds on HST returns filed.

7.5 Disbursements – Royal Timbers

(a) *No changes > \$1,000*

7.6 Receipts – Real Ranchs Trust Account

(a) *No changes > \$1,000*

7.7 Disbursements – Real Ranchs Trust Account

- (a) *Construction (\$488,661.07)* – The Receiver has paid \$488,661.07 in construction costs for the Palmetto Intersection, Phase 4 sidewalks and curb repairs, surface paving, sewer flushing and camera inspection and landscaping.
- (b) *HST Paid (\$34,760.25)* — The Receiver paid \$34,760.25 in HST on its disbursements.

8. Fees and Disbursements of the Receiver and Counsel to the Receiver

- 8.1 Pursuant to Paragraph 19 of the Appointment Order, the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and the Receiver and counsel to the Receiver have been granted a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person as security for payment of the Professional Fees (the “**Receiver’s Charge**”).
- 8.2 Pursuant to paragraph 21 of the Appointment Order, the Receiver is at liberty, from time to time, to apply reasonable amounts, out of the monies in its hands, against the Professional Fees and such amounts shall constitute advances against the Professional Fees when and as approved by the Court.
- 8.3 Attached as **Appendix J** is the fee affidavit of Stephen N. Cherniak sworn June 4, 2019 containing BDO’s interim accounts as Receiver for the following periods:
- January 19, 2017 to April 17, 2017
 - April 18, 2017 to June 16, 2017
 - June 17, 2017 to December 20, 2017
 - December 21, 2017 to March 31, 2018
 - March 16, 2018 to June 22, 2018
 - June 23, 2018 to October 18, 2018
 - October 19, 2018 to February 28, 2019
- 8.4 The Receiver’s fees paid to date, excluding HST, for Banwell and Royal Timbers are as follows:

Fees paid and Court approved	-	\$706,275.82
Fees paid, but not yet Court approved	-	202,261.14
Fees neither paid, nor Court approved	-	43,052.84
		\$951,589.80

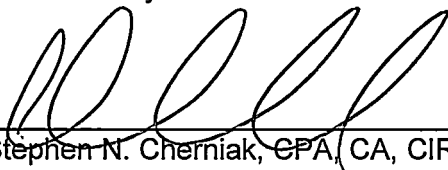
- 8.5 The Receiver submits that the hourly rates charged by the Receiver and its staff are commensurate with commercially reasonable rates for mid-market insolvency firms in the Southwestern Ontario region.
- 8.6 Attached as **Appendix K** is the fee affidavit of Sherry Kettle, sworn June 5, 2019 containing the interim accounts of MT for the period January 1, 2017 to March 28, 2019.
- 8.7 MT's fees paid to date, excluding HST, for Banwell and Royal Timbers are as follows:
- | | | |
|---------------------------------------|---|--------------|
| Fees paid and Court approved | - | \$447,866.59 |
| Fees paid, but not yet Court approved | - | 82,885.13 |
| Fees neither paid, nor Court approved | - | |
| | | \$530,751.72 |
- 8.8 It is the Receiver's opinion that the Professional Fees are fair and reasonable and justified in the circumstances and accurately reflect the work done by the Receiver and MT in connection with the receivership during the relevant periods.

9. Recommendations

- 9.1 The Receiver recommends and respectfully requests that this Court grant an Order:
- (a) approving the conveyance by the Receiver to the City of Parts 31, 39 and 40;
 - (b) vesting in the City all of Royal Timbers' right, title and interest in and to Parts 31, 39 and 40 free and clear of any and all claims and encumbrances, other than permitted encumbrances;
 - (c) approving the Banwell Road Parcels 1-4 APS and authorizing and directing the Receiver to enter into and complete the Banwell Road Parcels 1-4 Transaction;
 - (d) vesting in Banwell Gardens all of Royal Timbers' right, title and interest in and to the Banwell Road Parcels 1-4 free and clear of any and all claims and encumbrances, other than permitted encumbrances;
 - (e) approving the Part 24 APS and authorizing and directing the Receiver to enter into and complete the Part 24 Transaction;
 - (f) vesting in 2248144 Ontario all of Royal Timbers' right, title and interest in and to Part 24 free and clear of any and all claims and encumbrances, other than permitted encumbrances;
 - (g) sealing the Confidential Supplement filed with the Court from the public record until the earlier of the completion of the transaction contemplated by the Banwell Road Parcels 1-4 APS or further order of the Court;
 - (h) approving the Twelfth Report and the activities and actions of the Receiver described therein;
 - (i) approving the Banwell Statement of Receipts and Disbursements, the Royal Timbers Statement of Receipts and Disbursements and the Real Ranchs Trust Account Statement of Receipts and Disbursements; and
 - (j) approving the Professional Fees.

All of which is Respectfully Submitted this 5th day of June, 2019.

BDO Canada Limited in its capacity as Court Appointed Receiver of the property, assets and undertakings of Banwell Development Corporation and Royal Timbers Inc. and not in any personal capacity



Per: Stephen N. Cherniak, CPA, CA, CIRP
Licensed Insolvency Trustee
Senior Vice President

APPENDIX C

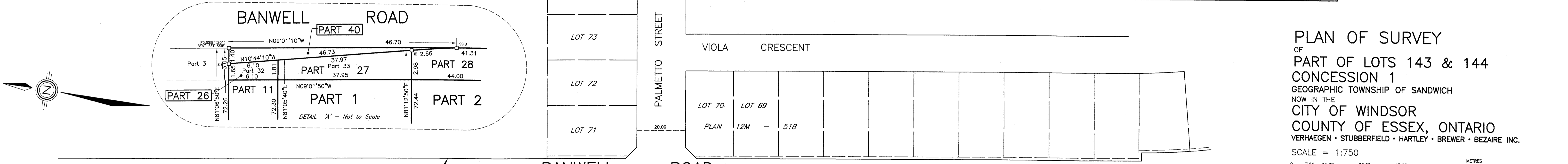
PARTS SCHEDULE					PARTS SCHEDULE					PARTS SCHEDULE					PARTS SCHEDULE										
PART	LOT	CON/PLAN	P.I.N.	AREA m ²	PART	LOT	CON/PLAN	P.I.N.	AREA m ²	PART	LOT	CON/PLAN	P.I.N.	AREA m ²	PART	LOT	CON/PLAN	P.I.N.	AREA m ²	PART	LOT	CON/PLAN	P.I.N.	AREA m ²	
1				2742.0	9				2971.8	17				340.7	25	PART OF LOTS 143 & 144				179.4	33				138.6
2				3189.8	10	PART OF LOTS 143 & 144			2739.4	18				338.2	26					10.6	34				137.3
3				3197.3	11				441.0	19				18.3	27					80.7	35				7.2
4	PART OF LOTS 143 & 144	CONCESSION 1	PART OF 01566-0979	3138.7	12				329.1	20				359.4	28					134.2	36				146.5
5				3380.9	13				330.0	21				306.3	29	PART OF LOT 144				134.2	37	PART OF LOT 144	CONCESSION 1	PART OF 01566-0979	700.0
6				3329.2	14	PART OF LOT 143			330.0	22				290.1	30					117.9	38				700.4
7				3309.4	15				324.1	23				68.1	31					88.5	39				67.5
8				3533.2	16				347.0	24	PART OF LOTS 143 & 144			454.7	32					128.2	40				32.7
																					41	PART OF LOT 143	CONCESSION 1		75.0
																					42				75.0

PLAN 12R-27789
RECEIVED AND DEPOSITED
DATE MAY 14, 2019
DATE 2019 MAY 14

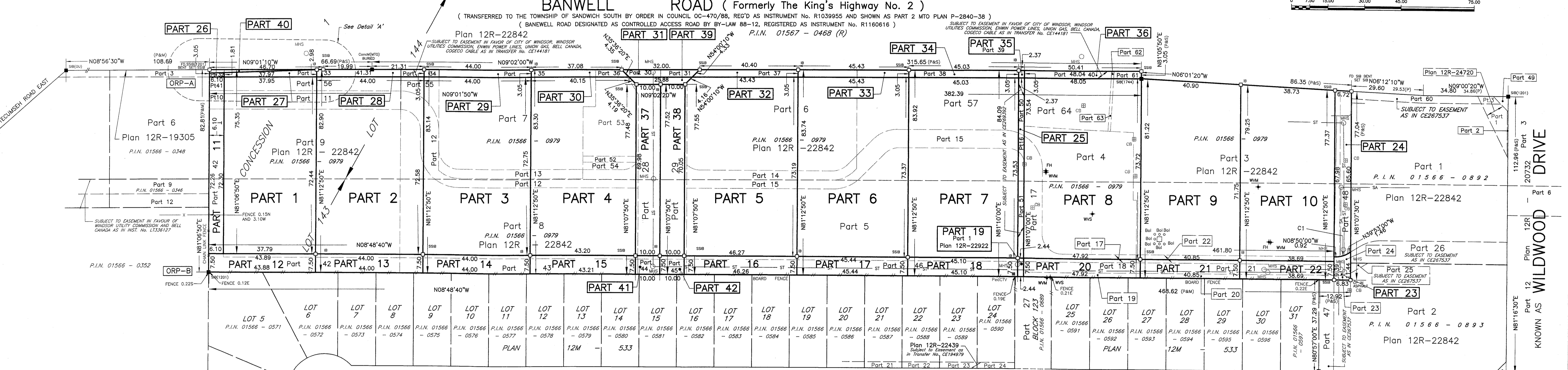
ROY A. SIMONE
ONTARIO LAND SURVEYOR

LINDA BURSEY
REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF ESSEX (L2)

THIS PLAN COMPRISES ALL OF P.I.N. 01566-0979 PARTS 26 TO 36 (inclusive) & 40 SUBJECT TO EASEMENT AS IN CE144181. PARTS 19, 25 & 35 SUBJECT TO EASEMENT AS IN CE269392.



PLAN OF SURVEY
OF
PART OF LOTS 143 & 144
CONCESSION 1
GEOGRAPHIC TOWNSHIP OF SANDWICH
NOW IN THE
CITY OF WINDSOR
COUNTY OF ESSEX, ONTARIO
VERHAEGEN • STUBBERFIELD • HARTLEY • BREWER • BEZAIRE INC.
SCALE = 1:750



INTEGRATION DATA

COORDINATES ARE DERIVED FROM GRID OBSERVATIONS USING THE CAN-NET NETWORK SERVICE AND ARE REFERRED TO UTM ZONE 17 (81° WEST LONGITUDE) NAD83 (CSRS) (2010.0). COORDINATE VALUES ARE TO AN URBAN ACCURACY IN ACCORDANCE WITH SECTION 14(2) O.REG 216/10

POINT ID	NORTHING	EASTING
ORP-A	N4686041.209	E343353.350
ORP-B	N4686028.420	E343271.544

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

CURVE SCHEDULE

CURVE	RADIUS	ARC	CHORD	CHORD BEARING
C1	9.00	4.88	4.82	N24°21'30"W

"METRIC" DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

LEGEND AND NOTES

BEARINGS ARE UTM GRID DERIVED FROM OBSERVED REFERENCE POINTS "A" AND "B" BY REAL TIME NETWORK OBSERVATIONS.

DISTANCES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99987875

ALL MONUMENTS SHOWN THUSLY □ ARE IRON BARS (IB) UNLESS OTHERWISE NOTED.
 SIB DENOTES 25mm X 25mm X 1.22m STANDARD IRON BAR
 SSB DENOTES 25mm X 25mm X 0.61m SHORT STANDARD IRON BAR
 IB DENOTES 16mm X 16mm X 0.61m IRON BAR
 IB# DENOTES 19mm diameter X 0.61m ROUND IRON BAR
 CC DENOTES CUT-CROSS
 CP DENOTES 5mm X 50mm STEEL PIN
 ■ DENOTES SURVEY MONUMENT FOUND
 □ DENOTES SURVEY MONUMENT SET AND MARKED 1744
 WT. DENOTES WITNESS
 (S) DENOTES SET (M) DENOTES MEASURED (O) DENOTES DEED
 (SIB) DENOTES OBSERVED REFERENCE POINT
 ORP'S SHOWN ON THIS PLAN HAVE BEEN SET IN LIEU OF SIB'S WHERE THE POSSIBILITY THAT UNDERGROUND UTILITIES EXIST.

(S/P) DENOTES SET PROPORTIONALLY (G) DENOTES ORIGIN UNKNOWN
 (P) DENOTES PLAN 12R-22842 (P1) DENOTES PLAN 12R-19305
 (F) DENOTES FIELD NOTES PER 1744, Dated Jan. 15, 2011, Work Order 4-25666
 (F#1) DENOTES FIELD NOTES PER 1744, Dated Oct. 17, 2008, Work Order 4-24854
 (1744) DENOTES VERHAEGEN STUBBERFIELD HARTLEY BREWER BEZAIRE INC., O.L.S.
 (1194) DENOTES JOHN B. SMEETON INC., O.L.S.
 (1201) DENOTES CLARKE SURVEYORS INC., O.L.S.
 (MTO) DENOTES MINISTRY OF TRANSPORTATION, ONTARIO

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THIS SURVEY WAS COMPLETED ON THE 27th DAY OF SEPTEMBER, 2018

DATE APRIL 29, 2019

ROY A. SIMONE
ONTARIO LAND SURVEYOR
for VERHAEGEN • STUBBERFIELD • HARTLEY • BREWER • BEZAIRE INC.

WINDSOR
944 Ottawa Street
N8X 2E1
Ph: (519)258-1772
Fax: (519)258-1791

LEAMINGTON
187 Talbot Street East
N8H 1L8
Ph: (519)322-2375
Fax: (519)322-2875

VERHAEGEN • STUBBERFIELD • HARTLEY • BREWER • BEZAIRE INC.
ONTARIO LAND SURVEYORS
www.vshbbsurveys.com

DRAWN BY: NMG
CHECKED BY: RAS
WORK ORDER: 4-28639
FILE NO.: E-WIND-1-143
CAD Date: May 14, 2019 12:13 PM
CAD File: 428639008B.dwg
PLAN FILE NO.: C-4475

APPENDIX D

Court File No. CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE REGIONAL SENIOR)
JUSTICE THOMAS)

TUES DAY, THE 18th DAY
OF JUNE, 2019

BETWEEN:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE and ROYAL TIMBERS INC.**

Respondents

APPLICATION UNDER SECTION 207 OF THE BUSINESS CORPORATIONS
ACT, R.S.O. 1990, C. B. 16, AS AMENDED

APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Canada Limited, in its capacity as Court-appointed receiver (the "**Receiver**") of the assets, undertakings and properties of Banwell Development Corporation and Royal Timbers Inc. ("**Royal Timbers**") pursuant to the Order of The Honourable Mr. Justice Thomas dated June 5, 2013, as amended, for, *inter alia*, an order approving the sale transaction (the "**Transaction**") contemplated by an Agreement of Purchase and Sale dated effective January 3, 2019 (the "**APS**") between the Receiver, as vendor, and 2248144 Ontario Limited (the "**Purchaser**"), as purchaser, and appended as **Appendix "E"** to the Twelfth Report of the Receiver dated June 5, 2019 (the "**Twelfth Report**"), and directing the Receiver to complete the transaction contemplated thereby in respect of the real property described on **Schedule "A"** (the "**Real Property**") and vesting in the Purchaser all of Royal

Timbers' right, title and interest in and to the Real Property, was heard in writing this day at the Courthouse, 245 Windsor Avenue, Windsor, Ontario.

ON READING the Twelfth Report and the Confidential Supplement, the motion being unopposed, and on noting that no one appeared, although properly served as appears from the affidavit of Catherine O'Neill sworn June 14, 2019, filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the APS 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 Real Property to the Purchaser.
2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule "B"** hereto (the "**Receiver's Certificate**"), all of Royal Timbers' right, title and interest in and to the Real Property shall vest absolutely in the Purchaser free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Mr. Justice Thomas dated June 5, 2013; and (ii) 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 Real Property are hereby expunged and discharged as against the Real Property.
3. THIS COURT ORDERS that upon registration in the Land Registry Office for the Land Titles Division of Essex (LRO #12) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to enter the Purchaser as the owner of the Real Property described in **Schedule "A"** hereto in fee simple, and is hereby directed to delete and

expunge from title to the Real Property described in **Schedule "A"** hereto all of the Claims listed in **Schedule "C"** hereto.

4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Real Property shall stand in the place and stead of the Real Property, 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 Real Property with the same priority as they had with respect to the Real Property immediately prior to the sale, as if the Real Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.
6. THIS COURT ORDERS that, notwithstanding:
 - (a) the pendency of these proceedings;
 - (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act (Canada)* in respect of Royal Timbers and any bankruptcy order issued pursuant to any such applications; and
 - (c) any assignment in bankruptcy made in respect of Royal Timbers;

the vesting of the Real Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Royal Timbers and shall not be void or voidable by creditors of Royal Timbers, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act (Canada)* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby

respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

ENTERED AT WINDSOR	
In Book No.	30
re Document No.	771
JUN 28 2019	20
by	EB


Justice, Ontario Superior Court of
Justice

THE HONOURABLE
REGIONAL SENIOR
JUSTICE B. G. THOMAS

Schedule A – Real Property

The lands and premises legally described as:

Part of lots 143 & 144 Concession 1, designated as Part 24 on Plan 12R-27789, being part of PIN 01566-0979 (LT); LRO #12

Schedule B

Court File No. CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE and ROYAL TIMBERS INC.**

Respondents

APPLICATION UNDER SECTION 207 OF THE *BUSINESS CORPORATIONS
ACT*, R.S.O. 1990, C. B. 16, AS AMENDED

RECEIVER'S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Mr. Justice Thomas of the Ontario Superior Court of Justice (the "**Court**") dated June 5, 2013, as amended, BDO Canada Limited ("**BDO**") was appointed as the receiver (the "**Receiver**") of the assets, undertakings and properties of Banwell Development Corporation and Royal Timbers Inc. ("**Royal Timbers**").

B. Pursuant to an Order of the Court dated June __, 2019, the Court approved an Agreement of Purchase and Sale dated effective January 3, 2019 (the "**APS**") between the Receiver, as vendor, and 2248144 Ontario Limited, as purchaser (the "**Purchaser**"), and appended as **Appendix "E"** to the Twelfth Report dated June 5, 2019 in respect of the real property legally described on Schedule B1 hereto (the "**Real Property**") and vesting in the Purchaser all of Royal Timbers' right, title and interest in and to the Real Property, which vesting is to be effective with respect to the Real Property 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 Real Property; (ii) that the conditions to closing as set out in the APS 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 APS.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Real Property payable on closing pursuant to the APS;
2. The conditions to closing as set out in the APS have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____[TIME] on _____[DATE].

BDO CANADA LIMITED solely in its capacity as Court-appointed receiver of Banwell Development Corporation and Royal Timbers Inc. and not in its personal capacity

Per: _____

Name: Stephen N. Cherniak
Title: Senior Vice President

Schedule B1 – Real Property

The lands and premises legally described as:

Part of lots 143 & 144 Concession 1, designated as Part 24 on Plan 12R-27789, being part of PIN 01566-0979 (LT); LRO #12

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

Registration Number	Date	Instrument	Amount	Parties From	Parties to
CE163177	2005/08/10	Charge	\$8,000,000	Banwell Development Corporation	Bank of Montreal
CE269243	2007/04/24	Charge	\$252,693	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269244	2007/04/24	Charge	\$103,706	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269246	2007/04/24	Charge	\$289,209	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269247	2007/04/24	Charge	\$96,403	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269248	2007/04/24	Charge	\$83,257	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269250	2007/04/24	Charge	\$194,267	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269253	2007/04/24	Charge	\$201,570	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE286717	2007/08/08	Construction	\$385,450	J. Lepera Contracting	

		Lien		Inc.	-
CE292456	2007/09/12	Certificate	-	Superior Court of Justice	J. Lepera Contracting Inc.
CE297633	2007/10/12	Construction Lien	\$42,828	J. Lepera Contracting Inc.	
CE297634	2007/10/12	Construction Lien	\$44,778	J. Lepera Contracting Inc.	
CE304400	2007/11/23	Certificate	-	Superior Court of Justice	J. Lepera Contracting Inc.
CE304401	2007/11/23	Certificate	-	Superior Court of Justice	J. Lepera Contracting Inc.
CE569187	2013/06/18	APL Court Order		Superior Court of Justice	BDO Canada
CE714324	2016/05/25	Transmisson Charge		D'Amore, Patrick	D'Amore, Scott
CE714326	2016/05/25	Transmisson Charge		D'Amore, Patrick	D'Amore, Scott
CE714327	2016/05/25	Transmisson Charge		D'Amore, Patrick	D'Amore, Scott
CE714329	2016/05/25	Transmisson Charge		D'Amore, Patrick	D'Amore, Scott
CE714330	2016/05/25	Transmisson Charge		D'Amore, Patrick	D'Amore, Scott
CE714331	2016/05/25	Transmisson Charge		D'Amore, Patrick	D'Amore, Scott
CE714332	2016/05/25	Transmisson Charge		D'Amore, Patrick	D'Amore, Scott
CE715026	2016/05/30	Transfer of Charge		Simba Group Developments Limited D'amore, Scott	Windsor Family Credit Union Limited

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

- a) The reservations, limitations, provisions and conditions expressed in the original Agreement from the Crown and all statutory exceptions to title;
- b) Any registered restrictions or covenants that run with the Real Property provided the same have been complied with in all material respects;
- c) Any easements, rights of way, or right of re-entry in favour of a developer, not materially or adversely impairing the present use of the Real Property;
- d) Any agreements with municipal, utilities or public authorities provided the same have been complied with in all material respects; and
- e) Any minor encroachments which might be revealed by an up to date survey of the Real Property; and
- f) The following instruments:

Registration Number	Date	Instrument	Amount	Parties From	Parties to
D37712178	1991/12/18	APL (General)		See Document	E & E Builders Limited Di Mambro & Mancini Construction Ltd.
LT336126	2002/02/05	Bylaw		The Corporation of the City of Windsor	
CE144181	2005/05/04	Transfer Easement	\$3,760	D'Amore, Pat	The Corporation of the City of Windsor The Windsor Utilities Commission-Water Division Enwin Powerlines Limited Union Gas Limited

					Bell Canada Cogeco Cable Systems Inc.
CE185377	2005/11/29	APL Absolute Title		Banwell Development Corporation	
CE191966	2006/01/04	No Sub Agreement		The Corporation of the City of Windsor	Banwell Development Corporation
12R22842	2006/11/21	Plan Reference			
12R22922	2007/02/07	Plan Reference			
CE267537	2007/04/12	Transfer Easement	\$1	Royal Timbers Inc.	Royal Timbers Inc.
CE269223	2007/04/24	Transfer	\$1	Royal Timbers Inc.	Royal Timbers Inc.
CE269224	2007/04/24	Transfer	\$1	Royal Timbers Inc.	Royal Timbers Inc.
CE269225	2007/04/24	Transfer	\$1	Royal Timbers Inc.	Royal Timbers Inc.
CE269226	2007/04/24	Transfer	\$1	Royal Timbers Inc.	Royal Timbers Inc.
CE269227	2007/04/24	Transfer	\$1	Royal Timbers Inc.	Royal Timbers Inc.
CE269228	2007/04/24	Transfer	\$1	Royal Timbers Inc.	Royal Timbers Inc.
CE269392	2007/04/25	Transfer Easement	\$1	Royal Timbers Inc.	Bell Canada.
CE277655	2007/06/15	APL Consolidate		Royal Timbers Inc.	
CE287636		Transfer	\$1	Royal Timbers Inc.	Royal Timbers Inc.
CE447653	2010/11/02	Notice		Royal Timbers Inc.	
CE447656	2010/11/02	Notice		Royal Timbers	

CE449307	2010/11/17	LR's Order		Inc. Land Registrar	
CE828900	2018/05/14	APL Consolidate		Royal Timbers Inc.	
CE882405	2019/04/23	Transfer Rel&Aband		Royal Timbers Inc.	Royal Timbers Inc.
CE883362	2019/04/29	Transfer Rel&Aband		Royal Timbers Inc.	Royal Timbers Inc.
12R27789	2019/05/14	Plan Reference			

KEVIN D'AMORE
Applicant

and

BANWELL DEVELOPMENT CORPORATION, 928579
ONTARIO LIMITED, SCOTT D'AMORE and ROYAL
TIMBERS INC. Respondents

Court File No: CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**
Proceeding commenced at WINDSOR

APPROVAL AND VESTING ORDER

MILLER THOMSON LLP
One London Place
255 Queens Avenue, Suite 2010
London, ON Canada N6A 5R8

Tony Van Klink LSUC#: 29008M
Tel: 519.931.3509
Fax: 519.858.8511

Sherry A. Kettle LSUC#: 53561B
Tel: 519.931.3534
Fax: 519.858.8511

Lawyers for BDO Canada Limited,
Receiver of Banwell Development
Corporation and Royal Timbers Inc.

APPENDIX E

LAND
REGISTRY
OFFICE #12

01566-1018 (LT)

PAGE 1 OF 3
PREPARED FOR Karen001
ON 2021/02/18 AT 09:36:55

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

PROPERTY DESCRIPTION: PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PART 24, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 24, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 24, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; TOGETHER WITH AN EASEMENT OVER PART 25, PLAN 12R22842 AS IN CE986405; SUBJECT TO AN EASEMENT OVER PART 24, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 10, 16 TO 22, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986406; SUBJECT TO AN EASEMENT OVER PART 24, PLAN 12, 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986407; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; CITY OF WINDSOR

PROPERTY REMARKS: SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE985268. SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE986396. SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE986397. SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE986406. SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE986407. PLANNING ACT CONSENT ATT'D IN CE269223. PLANNING ACT CONSENT ATT'D IN CE269224. PLANNING ACT CONSENT ATT'D IN CE269225. PLANNING ACT CONSENT ATT'D IN CE269226. PLANNING ACT CONSENT ATT'D IN CE269227. PLANNING ACT CONSENT ATT'D IN CE269228. PLANNING ACT CONSENT ATT'D IN CE269229. PLANNING ACT CONSENT ATT'D IN CE287636. PLANNING ACT CONSENT IN DOCUMENT CE902036. PLANNING ACT CONSENT IN DOCUMENT CE986396. PLANNING ACT CONSENT IN DOCUMENT CE986406. PLANNING ACT CONSENT IN DOCUMENT CE986407.

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
DIVISION FROM 01566-0996

PIN CREATION DATE:
2021/02/17

OWNERS' NAMES
ROYAL TIMBERS INC.

CAPACITY SHARE
ROWN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2021/02/17 **						
D37712178	1991/12/18	APL (GENERAL)		SEE DOCUMENT	E & E BUILDERS LIMITED DI MAMBRO & MANCINI CONSTRUCTION LTD.	C
		<i>REMARKS: FIRST REGISTRATION CORRECTIONS: 'PARTY' CHANGED FROM 'DI MANCINI CONSTRUCTION LTD.' TO 'DI MAMBRO & MANCINI CONSTRUCTIONLTD.' ON 1997/01/06 BY LEN MARENTETTE. 'PARTY' CHANGED FROM 'DI MAMBRO & MANCINI CONSTRUCTIONLTD.' TO 'DI MAMBRO & MANCINI CONSTRUCTION LTD.' ON 1997/01/06 BY LEN MARENTETTE.</i>				
LT3336126	2002/02/05	BYLAW		THE CORPORATION OF THE CITY OF WINDSOR		C
		<i>REMARKS: TO CLOSE, STOP UP, AND CONVEY PART OF (OLD) BANWELL ROAD, SOUTH OF TECUMSEH ROAD EAST, PTS 7-14 INCL PL 12R-19305</i>				
CE163177	2005/08/10	CHARGE	\$8,000,000	BANWELL DEVELOPMENT CORPORATION	BANK OF MONTREAL	C
		<i>REMARKS: AFFECTS SECONDLY, THIRDLY, FOURTHLY, FIFTHLY, SIXTHLY & SEVENTHLY</i>				
CE185377	2005/11/29	APL ABSOLUTE TITLE		BANWELL DEVELOPMENT CORPORATION		C
CE191966	2006/01/04	NO SUB AGREEMENT		THE CORPORATION OF THE CITY OF WINDSOR	BANWELL DEVELOPMENT CORPORATION	C
		<i>REMARKS: PT 2 PL 12R-22356</i>				
CE269223	2007/04/24	TRANSFER	\$1	ROYAL TIMBERS INC.	ROYAL TIMBERS INC.	C
CE269243	2007/04/24	CHARGE	\$252,693	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
		<i>REMARKS: AFFECTS FIRSTLY</i>				

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

LAND
REGISTRY
OFFICE #12

01566-1018 (LT)

PREPARED FOR Karen001
ON 2021/02/18 AT 09:36:55

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
CE269244	2007/04/24	CHARGE	\$103,706	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
		<i>REMARKS: AFFECTS SECONDLY</i>				
CE269246	2007/04/24	CHARGE	\$289,209	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
		<i>REMARKS: AFFECTS THIRDLY</i>				
CE269247	2007/04/24	CHARGE	\$96,403	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
		<i>REMARKS: AFFECTS FOURTHLY</i>				
CE269248	2007/04/24	CHARGE	\$83,257	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
		<i>REMARKS: AFFECTS FIFTHLY</i>				
CE269250	2007/04/24	CHARGE	\$194,267	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
		<i>REMARKS: AFFECTS SIXTHLY</i>				
CE269253	2007/04/24	CHARGE	\$201,570	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
		<i>REMARKS: AFFECTS SEVENTHLY</i>				
CE286717	2007/08/08	CONSTRUCTION LIEN	\$385,450	J. LEPERA CONTRACTING INC.		C
CE292456	2007/09/12	CERTIFICATE		SUPERIOR COURT OF JUSTICE	J. LEPERA CONTRACTING INC.	C
CE297633	2007/10/12	CONSTRUCTION LIEN	\$42,828	J. LEPERA CONTRACTING INC.		C
CE297634	2007/10/12	CONSTRUCTION LIEN	\$44,778	J. LEPERA CONTRACTING INC.		C
CE304400	2007/11/23	CERTIFICATE		SUPERIOR COURT OF JUSTICE	J. LEPERA CONTRACTING INC.	C
		<i>REMARKS: CE297634</i>				
CE304401	2007/11/23	CERTIFICATE		SUPERIOR COURT OF JUSTICE	J. LEPERA CONTRACTING INC.	C
		<i>REMARKS: CE297633</i>				
CE447653	2010/11/02	NOTICE		ROYAL TIMBERS INC.	2248144 ONTARIO LIMITED	C
CE447656	2010/11/02	NOTICE		ROYAL TIMBERS INC.	2248144 ONTARIO LIMITED	C
CE569187	2013/06/18	APL COURT ORDER		SUPERIOR COURT OF JUSTICE	BDO CANADA LIMITED	C

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

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

LAND
REGISTRY
OFFICE #12

01566-1018 (LT)

PREPARED FOR Karen001
ON 2021/02/18 AT 09:36:55

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
CE714324	2016/05/25	TRANSMISSION CHARGE <i>REMARKS: CE269253.</i>		D'AMORE, PATRICK	D'AMORE, SCOTT	C
CE714326	2016/05/25	TRANSMISSION CHARGE <i>REMARKS: CE269247.</i>		D'AMORE, PATRICK	D'AMORE, SCOTT	C
CE714327	2016/05/25	TRANSMISSION CHARGE <i>REMARKS: CE269248.</i>		D'AMORE, PATRICK	D'AMORE, SCOTT	C
CE714329	2016/05/25	TRANSMISSION CHARGE <i>REMARKS: CE269244.</i>		D'AMORE, PATRICK	D'AMORE, SCOTT	C
CE714330	2016/05/25	TRANSMISSION CHARGE <i>REMARKS: CE269246.</i>		D'AMORE, PATRICK	D'AMORE, SCOTT	C
CE714331	2016/05/25	TRANSMISSION CHARGE <i>REMARKS: CE269243.</i>		D'AMORE, PATRICK	D'AMORE, SCOTT	C
CE714332	2016/05/25	TRANSMISSION CHARGE <i>REMARKS: CE269250.</i>		D'AMORE, PATRICK	D'AMORE, SCOTT	C
CE715026	2016/05/30	TRANSFER OF CHARGE		SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, SCOTT	WINDSOR FAMILY CREDIT UNION LIMITED	C
12R27789	2019/05/14	PLAN REFERENCE				C
CE986396	2021/01/20	TRANSFER EASEMENT		ROYAL TIMBERS INC.	2248144 ONTARIO LIMITED	C
CE986406	2021/01/20	TRANSFER EASEMENT		ROYAL TIMBERS INC.	ROYAL TIMBERS INC.	C
CE986407	2021/01/20	TRANSFER EASEMENT		ROYAL TIMBERS INC.	838605 ONTARIO LIMITED	C

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

APPENDIX F

Court File No. CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE REGIONAL SENIOR) ~~DAY~~ TUESDAY, THE 18th
)
 JUSTICE THOMAS) DAY
)
 OF JUNE, 2019

B E T W E E N:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE and ROYAL TIMBERS INC.**

Respondents

APPLICATION UNDER SECTION 207 OF THE BUSINESS CORPORATIONS
ACT, R.S.O. 1990, C. B. 16, AS AMENDED

AMENDED APPROVAL AND VESTING ORDER

THIS MOTION, made by BDO Canada Limited, in its capacity as Court-appointed receiver (the "**Receiver**") of the assets, undertakings and properties of Banwell Development Corporation and Royal Timbers Inc. ("**Royal Timbers**") pursuant to the Order of The Honourable Mr. Justice Thomas dated June 5, 2013, as amended, for, *inter alia*, an order approving the sale transaction (the "**Transaction**") contemplated by an Agreement of Purchase and Sale dated effective January 3, 2019 (the "**APS**") between the Receiver, as vendor, and 2248144 Ontario Limited (the "**Purchaser**"), as purchaser, and appended as **Appendix "E"** to the Twelfth Report of the Receiver dated June 5, 2019 (the "**Twelfth Report**"), and directing the Receiver to complete the transaction contemplated thereby in respect of the real property described on **Schedule "A"** (the "**Real Property**") and vesting in the Purchaser all of Royal

Timbers' right, title and interest in and to the Real Property, was heard in writing this day at the Courthouse, 245 Windsor Avenue, Windsor, Ontario.

ON READING the Twelfth Report and the Confidential Supplement, the motion being unopposed, and on noting that no one appeared, although properly served as appears from the affidavit of Catherine O'Neill sworn June 14, 2019, filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the APS 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 Real Property to the Purchaser.
2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule "B"** hereto (the "**Receiver's Certificate**"), all of Royal Timbers' right, title and interest in and to the Real Property shall vest absolutely in the Purchaser free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Mr. Justice Thomas dated June 5, 2013; and (ii) 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 Real Property are hereby expunged and discharged as against the Real Property.
3. THIS COURT ORDERS that upon registration in the Land Registry Office for the Land Titles Division of Essex (LRO #12) 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 :

- (a) enter the Purchaser as the owner of the Real Property described in **Schedule “A”** hereto in fee simple, ~~and is hereby directed to~~;
- (b) delete and expunge from title to the Real Property described in **Schedule “A”** hereto all of the Claims listed in **Schedule “C”** hereto; ~~and~~
- (c) delete and expunge from title to the Real Property all executions, including the executions described in the “Property Remarks” on the parcel register for the Real Property.
4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Real Property shall stand in the place and stead of the Real Property, 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 Real Property with the same priority as they had with respect to the Real Property immediately prior to the sale, as if the Real Property had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.
5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver’s Certificate, forthwith after delivery thereof.
6. THIS COURT ORDERS that, notwithstanding:
- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act (Canada)* in respect of Royal Timbers and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of Royal Timbers;

the vesting of the Real Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Royal Timbers and shall not be void or voidable by creditors of Royal Timbers, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act (Canada)* or any other applicable federal or provincial legislation, nor

shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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

Justice, Ontario Superior Court of Justice

Schedule A – Real Property

The lands and premises legally described as:

~~Part of lots 143 & 144 Concession 1, designated as Part 24 on Plan 12R-27789, being part of PIN 01566-0979 (LT); LRO #12~~

PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PART 24, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 24, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 24, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; TOGETHER WITH AN EASEMENT OVER PART 25, PLAN 12R22842 AS IN CE986405; SUBJECT TO AN EASEMENT OVER PART 24, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 10, 16 TO 22, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986406; SUBJECT TO AN EASEMENT OVER PART 24, PLAN 12, 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986407; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; CITY OF WINDSOR (PIN 01566-1018 (LT)); LRO #12

Schedule B

Court File No. CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE and ROYAL TIMBERS INC.**

Respondents

APPLICATION UNDER SECTION 207 OF THE *BUSINESS CORPORATIONS
ACT*, R.S.O. 1990, C. B. 16, AS AMENDED**RECEIVER'S CERTIFICATE****RECITALS**

A. Pursuant to an Order of the Honourable Mr. Justice Thomas of the Ontario Superior Court of Justice (the "**Court**") dated June 5, 2013, as amended, BDO Canada Limited ("**BDO**") was appointed as the receiver (the "**Receiver**") of the assets, undertakings and properties of Banwell Development Corporation and Royal Timbers Inc. ("**Royal Timbers**").

B. Pursuant to an Order of the Court dated June ___, 2019, the Court approved an Agreement of Purchase and Sale dated effective January 3, 2019 (the "**APS**") between the Receiver, as vendor, and 2248144 Ontario Limited, as purchaser (the "**Purchaser**"), and appended as **Appendix "E"** to the Twelfth Report dated June 5, 2019 in respect of the real property legally described on Schedule B1 hereto (the "**Real Property**") and vesting in the Purchaser all of Royal Timbers' right, title and interest in and to the Real Property, which vesting is to be effective with respect to the Real Property 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 Real Property; (ii) that the conditions to closing as set out in the APS 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 APS.

THE RECEIVER CERTIFIES the following:

1. The Purchaser has paid and the Receiver has received the Purchase Price for the Real Property payable on closing pursuant to the APS;
2. The conditions to closing as set out in the APS have been satisfied or waived by the Receiver and the Purchaser; and
3. The Transaction has been completed to the satisfaction of the Receiver.
4. This Certificate was delivered by the Receiver at _____[TIME] on _____ [DATE].

BDO CANADA LIMITED solely in its capacity as Court-appointed receiver of Banwell Development Corporation and Royal Timbers Inc. and not in its personal capacity

Per: _____

Name: Stephen N. Cherniak
Title: Senior Vice President

Schedule B1 – Real Property

The lands and premises legally described as:

~~Part of lots 143 & 144 Concession 1, designated as Part 24 on Plan 12R-27789, being part of PIN 01566-0979 (LT); LRO #12~~
PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PART 24, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 24, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 24, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; TOGETHER WITH AN EASEMENT OVER PART 25, PLAN 12R22842 AS IN CE986405; SUBJECT TO AN EASEMENT OVER PART 24, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 10, 16 TO 22, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986406; SUBJECT TO AN EASEMENT OVER PART 24, PLAN 12, 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986407; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; CITY OF WINDSOR (PIN 01566-1018 (LT)); LRO #12

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

Registration Number	Date	Instrument	Amount	Parties From	Parties to
CE163177	2005/08/10	Charge	\$8,000,000	Banwell Development Corporation	Bank of Montreal
CE269243	2007/04/24	Charge	\$252,693	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269244	2007/04/24	Charge	\$103,706	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269246	2007/04/24	Charge	\$289,209	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269247	2007/04/24	Charge	\$96,403	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269248	2007/04/24	Charge	\$83,257	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269250	2007/04/24	Charge	\$194,267	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE269253	2007/04/24	Charge	\$201,570	Royal Timbers Inc.	Simba Group Developments Limited and D'Amore, Patrick
CE286717	2007/08/08	Construction	\$385,450	J. Lepera Contracting	

		Lien		Inc.	-
CE292456	2007/09/12	Certificate	-	Superior Court of Justice	J. Lepera Contracting Inc.
CE297633	2007/10/12	Construction Lien	\$42,828	J. Lepera Contracting Inc.	
CE297634	2007/10/12	Construction Lien	\$44,778	J. Lepera Contracting Inc.	
CE304400	2007/11/23	Certificate	-	Superior Court of Justice	J. Lepera Contracting Inc.
CE304401	2007/11/23	Certificate	-	Superior Court of Justice	J. Lepera Contracting Inc.
CE569187	2013/06/18	APL Court Order		Superior Court of Justice	BDO Canada
CE714324	2016/05/25	Transmisson Charge		D'Amore, Patrick	D'Amore, Scott
CE714326	2016/05/25	Transmisson Charge		D'Amore, Patrick	D'Amore, Scott
CE714327	2016/05/25	Transmisson Charge		D'Amore, Patrick	D'Amore, Scott
CE714329	2016/05/25	Transmisson Charge		D'Amore, Patrick	D'Amore, Scott
CE714330	2016/05/25	Transmisson Charge		D'Amore, Patrick	D'Amore, Scott
CE714331	2016/05/25	Transmisson Charge		D'Amore, Patrick	D'Amore, Scott
CE714332	2016/05/25	Transmisson Charge		D'Amore, Patrick	D'Amore, Scott
CE715026	2016/05/30	Transfer of Charge		Simba Group Developments Limited D'amore, Scott	Windsor Family Credit Union Limited

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

- a) The reservations, limitations, provisions and conditions expressed in the original Agreement from the Crown and all statutory exceptions to title;
- b) Any registered restrictions or covenants that run with the Real Property provided the same have been complied with in all material respects;
- c) Any easements, rights of way, or right of re-entry in favour of a developer, not materially or adversely impairing the present use of the Real Property;
- d) Any agreements with municipal, utilities or public authorities provided the same have been complied with in all material respects; and
- e) Any minor encroachments which might be revealed by an up to date survey of the Real Property; and
- f) The following instruments:

Registration Number	Date	Instrument	Amount	Parties From	Parties to
D37712178	1991/12/18	APL (General)		See Document	E & E Builders Limited Di Mambro & Mancini Construction Ltd.
LT336126	2002/02/05	Bylaw		The Corporation of the City of Windsor	
CE144181	2005/05/04	Transfer Easement	\$3,760	D'Amore, Pat	The Corporation of the City of Windsor The Windsor Utilities Commission-Water Division Enwin

					Powerlines Limited
					Union Gas Limited
					Bell Canada
					Cogeco Cable Systems Inc.
CE185377	2005/11/29	APL Absolute Title		Banwell Development Corporation	
CE191966	2006/01/04	No Sub Agreement		The Corporation of the City of Windsor	Banwell Development Corporation
12R22842	2006/11/21	Plan Reference			
12R22922	2007/02/07	Plan Reference			
CE267537	2007/04/12	Transfer Easement	\$1	Royal Timbers Inc.	Royal Timbers Inc.
CE269223	2007/04/24	Transfer	\$1	Royal Timbers Inc.	Royal Timbers Inc.
CE269224	2007/04/24	Transfer	\$1	Royal Timbers Inc.	Royal Timbers Inc.
CE269225	2007/04/24	Transfer	\$1	Royal Timbers Inc.	Royal Timbers Inc.
CE269226	2007/04/24	Transfer	\$1	Royal Timbers Inc.	Royal Timbers Inc.
CE269227	2007/04/24	Transfer	\$1	Royal Timbers Inc.	Royal Timbers Inc.
CE269228	2007/04/24	Transfer	\$1	Royal Timbers Inc.	Royal Timbers Inc.
CE269392	2007/04/25	Transfer Easement	\$1	Royal Timbers Inc.	Bell Canada.
CE277655	2007/06/15	APL Consolidate		Royal Timbers Inc.	
CE287636		Transfer	\$1	Royal Timbers	Royal

				Inc.	Timbers Inc.
CE447653	2010/11/02	Notice		Royal Timbers Inc.	
CE447656	2010/11/02	Notice		Royal Timbers Inc.	
CE449307	2010/11/17	LR's Order		Land Registrar	
CE828900	2018/05/14	APL Consolidate		Royal Timbers Inc.	
CE882405	2019/04/23	Transfer Rel&Aband		Royal Timbers Inc.	Royal Timbers Inc.
CE883362	2019/04/29	Transfer Rel&Aband		Royal Timbers Inc.	Royal Timbers Inc.
12R27789	2019/05/14	Plan Reference			
CE986396	2021/01/20	Transfer Easement		Royal Timbers Inc.	2248144 Ontario Limited
CE986406	2021/01/20	Transfer Easement		Royal Timbers Inc.	Royal Timbers Inc.
CE986407	2021/01/20	Transfer Easement		Royal Timbers Inc.	838605 Ontario Limited

KEVIN D'AMORE
Applicant

and

BANWELL DEVELOPMENT CORPORATION, 928579
ONTARIO LIMITED, SCOTT D'AMORE and ROYAL
TIMBERS INC. Respondents

Court File No: CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at WINDSOR

AMENDED APPROVAL AND VESTING ORDER

MILLER	THOMSON	L
One	London	Pla
255	Queens Avenue,	Suite 20
London, ON Canada	N6A 5R8	

Tony	Van	Klink	LSUC#:	29008
Tel:				519.931.35
Fax:				519.858.85

Sherry	A.	Kettle	LSUC#:	5356
Tel:				519.931.35
Fax:				519.858.85

Lawyers for BDO Canada Limited
Receiver of Banwell Developme
Corporation and Royal Timbers Inc.

Document comparison by Workshare 9.5 on Thursday, February 25, 2021
11:56:57 AM

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Document 1 ID	interwovenSite://MTDMSWSSC.MILLERTHOMSON.CORP/Legal/40108979/1
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Document 2 ID	interwovenSite://mtdmswssc.millerthomson.corp/Legal/52648653/1
Description	#52648653v1<Legal> - AMENDED Approval and Vesting Order re Part B (Schedule B Order)
Rendering set	Standard

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Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

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Deletions	10
Moved from	0
Moved to	0
Style change	0
Format changed	0

Total changes	46
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APPENDIX G



Agreement of Purchase and Sale Commercial

Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 10 day of September, 2019

BUYER: 2186234 ONTARIO LIMITED WITH RIGHTS TO ASSIGN, agrees to purchase from
(Full legal names of all Buyers)

SELLER: BDO CANADA LIMITED RECEIVER OF ROYAL TIMBERS INC., the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address VACANT LAND BANWELL ROAD

fronting on the WEST side of BANWELL ROAD

in the CITY OF WINDSOR

and having a frontage of APPROX 935 FEET IRREGULAR more or less by a depth of IRREGULAR more or less

and legally described as SEE SCHEDULE " A " FOR COMPLETE LEGAL DESCRIPTION - APPROX 6 +/- ACRES

(the "property")
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CDN\$) [REDACTED]

[REDACTED] Dollars

DEPOSIT: Buyer submits UPON ACCEPTANCE
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

[REDACTED] Dollars (CDN\$) [REDACTED]

by negotiable cheque payable to ROYAL LEPAGE BINDER REAL ESTATE - 640 "Deposit Holder"
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

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

SCHEDULE(S) A B, C, D, E, F, G, H, I, J, K, L attached hereto form(s) part of this Agreement.

^{DS} SC **IRREVOCABILITY:** This offer shall be irrevocable by ~~Buyer~~ **Seller** [Signature] until 6 p.m. on the 13 day of September, 2019, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the See Schedule A day of See Schedule A

See Schedule A, 2019. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): [Signature]

INITIALS OF SELLERS(S): [Signature]

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

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

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

Email Address:
(For delivery of Documents to Seller)

Email Address: gbarlow@primus.ca
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:** N/A

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

5. **FIXTURES EXCLUDED:** N/A

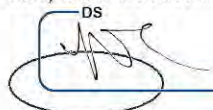
6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

N/A

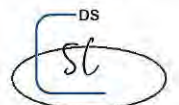
The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, If applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):



INITIALS OF SELLERS(S):



8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the day of 10 days prior to closing....., 20....., (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there

are no outstanding work orders or deficiency notices affecting the property, that its present use (.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

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

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

DS

INITIALS OF SELLER(S):

DS

- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein. SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

DocuSigned by: Greg Barlow 2019-09-10 | 11:42 AM EDT
(Witness) 814DAACE43E64D2... (Seal) (Date)
DocuSigned by: [Signature] 2019-09-10 | 11:42 AM EDT
(Buyer/Authorized Signing Officer) E4772386C24C4F5... (Seal) (Date)
(Witness) (Buyer/Authorized Signing Officer) (Seal) (Date)

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

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

DocuSigned by: Steve Cherniak 2019-09-11 | 4:13 PM EDT
(Witness) C83C777AE4EE9479... (Seal) (Date)
DocuSigned by: [Signature] 2019-09-11 | 4:13 PM EDT
(Seller/Authorized Signing Officer) E4772386C24C4F5... (Seal) (Date)
(Witness) (Seller/Authorized Signing Officer) (Seal) (Date)

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

(Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of 2019-09-11 | 6:24 PM EDT, 20.....

DocuSigned by: [Signature]
E4772386C24C4F5... (Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)
Listing Brokerage ROYAL LEPAGE BINDER REAL ESTATE - 640 (519) 948-5300
GREG BARLOW (Tel.No.)
(Salesperson/Broker/Broker of Record Name)
Co-op/Buyer Brokerage (Tel.No.)
(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

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

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

DocuSigned by: Steve Cherniak 2019-09-11 | 4:13 PM EDT
(Seller) C83C777AE4EE9479... (Date)
DocuSigned by: [Signature] 2019-09-11 | 6:24 PM EDT
(Buyer) E4772386C24C4F5... (Date)
Address for Service (Tel. No.)
Seller's Lawyer Buyer's Lawyer
Address
Email
(Tel. No.) (Fax. No.) (Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY **COMMISSION TRUST AGREEMENT**
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.
DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by: DocuSigned by: Greg Barlow
(Authorized to bind the Listing Brokerage) 814DAACE43E64D2... (Authorized to bind the Co-operating Brokerage) 814DAACE43E64D2...

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Schedule A Agreement of Purchase and Sale - Commercial

Form 505
for use in the Province of Ontario

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

BUYER: 2186234 ONTARIO LIMITED WITH RIGHTS TO ASSIGN....., and

SELLER: BDO CANADA LIMITED RECEIVER OF ROYAL TIMBERS INC......

for the purchase and sale of VACANT LAND BANWELL ROAD..... WINDSOR.....

N8N 0B6..... dated the 10..... day of September....., 2019.....

LEGAL DESCRIPTION :

PART OF LOTS 143 & 144, CON 1 PARTS 5,6,7,8,9,10,16,17,18,19,20,21,22,23,25,32,33,34,35,36,37,38,41 & 42 PL 12R27789 BEING PART OF PIN:01566-0979 (LT) - APPROX 6 ACRES See Schedule "E"

This offer is Conditional Upon the Buyer Accepting and Agreeing to the Attached Mutual Services Agreement shown as Schedule "B". The Buyer shall have 10 days from acceptance to fulfill this condition or the offer shall be null and void and the deposit returned to the Buyer without interest or deduction.

This offer is Conditional Upon the Buyer Accepting and Agreeing to the Attached Receivers Schedule shown as Schedule "C". The Buyer shall have 10 days from acceptance to fulfill this condition or the offer shall be null and void and the deposit returned to the Buyer without interest or deduction.

This offer is Conditional Upon the Buyer Accepting and Agreeing to the Attached Shared Parking Agreement shown as Schedule "D". The Buyer shall have 10 days from acceptance to fulfill this condition or the offer shall be null and void and the deposit returned to the Buyer without interest or deduction.

As a term of this agreement the Seller will obtain from the City of Windsor all the necessary consents for the severances of the parcels of land in this Agreement of Purchase and Sale and to create Six new Lots made up of the following parts. NEW LOT 1 - Parts 5,16,32,37,38 41, 42. NEW LOT 2 - Parts 6,17, 33 NEW LOT 3 - Parts 7,18, 19, 25, 34, 35. NEW LOT 4 - Parts 8, 20, 36 NEW LOT 5 - Parts 9, 21 NEW LOT 6 - Parts 10, 22, 23 .

DS
SC
DS

The Seller will be responsible at the Sellers expense to obtain the consents. The Seller will have 90 days from acceptance of this offer to purchase to complete getting the consents. The Seller further reserves the right to extend this period an additional 60 days to obtain the consents from the City of Windsor. This extension shall be at the Sellers sole and absolute discretion.

The Buyer agrees to pay a further sum of [REDACTED] to Royal LePage Binder Real Estate, by negotiable cheque, at the time of notification of fulfillment or removal of the conditions pertaining to the Seller obtaining consents from the City of Windsor for the severances to create Six Separate NEW Lots 1, 2 3,4, 5 6 as described in the previous paragraph and shown in attached Schedules G, H, I, J, K, L . The additional deposit is to be held in trust pending completion or other termination of this Agreement. This amount is to be credited towards the purchase price on completion of this transaction.

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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Schedule A Agreement of Purchase and Sale - Commercial

Form 505
for use in the Province of Ontario

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

BUYER: 2186234 ONTARIO LIMITED WITH RIGHTS TO ASSIGN....., and

SELLER: BDO CANADA LIMITED RECEIVER OF ROYAL TIMBERS INC......

for the purchase and sale of VACANT LAND BANWELL ROAD..... WINDSOR.....

N8N 0B6..... dated the 10..... day of September....., 2019.....

As term of this agreement of Purchase and Sale the Seller agrees to complete the servicing of the property by installing both the storm and, sanitary sewers and municipal water supply with connection points brought to the property lines of each of the individual Parcels 5 6, 7, 8, 9 & 10. These sewer connection points will be from the rear service road that runs along the western side of the property from Wildwood Drive to the newly created access road coming from Banwell Road. The Seller will also be responsible to install and pave the access roads and install curbing as required by the City of Windsor leading from Banwell Road to the most westerly side of the property and also to pave and install curbing on the new access road that runs from Wildwood Road to the new access road coming from Banwell Road. All of the above servicing costs will be at the at the sole expense of the Seller. See the Attached Schedule F showing the location of the servicing to be completed by the Seller before closing.

DS
SL

DS
[Signature]

Closing date of this Agreement of Purchase and Sale will be 30 days after the completion of the above services and paving of the property and the Seller has received final inspection and approval from the City of Windsor for the installation of the described services.

DS
SL

DS
[Signature]

The Buyer and Seller agree that all deposits in this Agreement of Purchase and Sale shall become Non-Refundable when the Seller fulfills all of it's requirements with respect to severances and servicing. Should the Buyer fail to close on this Agreement of Purchase and Sale on the anticipated closing date through no fault of the Seller. Then the deposits will be forfeit to the Seller as damages for not closing this transaction.

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

DS
SL

DS
[Signature]

The Seller agrees to allow the Buyer to offer the property For Sale by way of Equitable Interest in either parts or in its entirety only after the Seller receives court approval of this agreement of purchase and sale.

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

INITIALS OF BUYER(S):

DS
[Signature]

INITIALS OF SELLER(S):

DS
SL

SCHEDULE B

MUTUAL SERVICES AGREEMENT

BETWEEN

2248144 ONTARIO LIMITED.

-and-

BDO CANADA LIMITED as RECEIVER for ROYAL TIMBERS INC.

-and-

838605 ONTARIO LIMITED

-and-

BANWELL GARDENS CARE CENTRE FACILITY INC.

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SCHEDULE "A" - Legal Description of the Masse, Alexander Daycare, & Banwell Gardens Lands

SCHEDULE "B" - Legal Description of the Commercial Lands

SCHEDULE "C" - Cost Sharing Principles

SCHEDULE "D" - Assumption Agreement

SCHEDULE "E" - Mortgagee's Acknowledgement

SCHEDULE "F" – Access Road

THIS AMENDED AND RESTATED MUTUAL SERVICES AGREEMENT is made as of _____, 2019

BETWEEN

2248144 ONTARIO LIMITED.
("Masse")

- and -

BDO CANADA LIMITED
as Receiver for
ROYAL TIMBERS INC.
("Royal Timbers")

- and -

838605 ONTARIO LIMITED
(" Alexander Daycare")

-and-

BANWELL GARDENS CARE CENTER FACILITY INC
("Banwell Gardens")

RECITALS:

- A. Masse is the registered owner of the Masse Lands, upon which property Masse has constructed certain commercial buildings,
- B. Royal Timbers is the registered owner of the Commercial Lands, on which property there are to be developed and constructed retail/commercial buildings and other potential uses as permitted under existing and amended zoning regulations.
- C. Royal Timbers and Masse entered into a previous mutual services agreement dated October 28, 2010 and registered on title to each of the Masse Lands and the Commercial Lands as Instrument No. CE447656 (the "**Original Agreement**").
- D. A portion of the mutual services cross lands owned by Alexander Daycare .
- E. As a result of changes to the development of the Masse Lands and the Commercial Lands and Alexander Daycare Lands, the parties to the Original Agreement have agreed to amend and restate the Original Agreement pursuant to the terms of this Agreement.

Upon the execution of this Amended and Restated Agreement by all parties, the terms of the Original Agreement will be of no further force and effect.

- F. Certain site services and facilities remain shared between the Masse Lands and the Commercial Lands and the Alexander Daycare Lands and the Banwell Gardens Lands. Masse, Alexander Daycare , Banwell Gardens and Royal Timbers have entered into this Agreement for the purpose of confirming their mutual understanding with respect to the current and future design, construction, ownership, operation, maintenance and repair of such mutual facilities and services.

NOW THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which is hereby mutually acknowledged), the parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Recitals

The parties acknowledge and agree that the recitals set out above are true and correct.

1.2 Definitions

For the purpose of this Agreement, all capitalized terms shall have the following meanings unless otherwise defined herein or the context so requires:

"Acceptable Standard" means the following:

- (a) with respect to any equipment, device, apparatus or system: efficient and safe operating capability for its intended purpose in accordance with the standards specified by its manufacturer/supplier and prescribed by all applicable laws, regulations and by-laws;
- (b) with respect to any structural or other non-operating element, part or component: good repair, having regard to the standards maintained by a prudent owner of a comparable property;
- (c) with respect to any utility, sewer, water main: good repair, having regard to the appropriate utility standard or the standards maintained by a prudent owner of a comparable property; and
- (d) with respect to any Mutual Services: the standard shall be no less than the standards required by the Municipality for construction and maintenance of similar services on municipal property.

"Access Road" means those portions of the Commercial Lands and Masse Lands and Alexander Daycare Lands identified as an internal access road and to which easements for mutual access

have been granted and registered on title as amended from time to time, as shown on Schedule F attached hereto.

"**Administrative Costs**" means all legal and other professional costs associated with the preparation and administration of this Agreement. Without limiting the generality of the foregoing, the Owners agree that the term "Administrative Costs" shall include all legal fees and disbursements incurred by each Owner relating specifically to the negotiation and settlement of this Agreement.

"**Agreement**" means this Mutual Services Agreement, together with all schedules attached hereto and all amendments in writing, and executed by either of the parties hereto or their successors, assigns and successors in title, made from time to time.

"**Alexander Daycare Lands**" means those lands registered in the name of 838605 Ontario Limited and legally described in Schedule 'A', hereto.

"**Approval Authority**" means any governmental or non-governmental regulatory authority having jurisdiction over the development and use of the Masse Lands, Alexander Daycare Lands, Banwell Gardens Lands and/or Commercial Lands.

"**Assumption Agreement**" means an agreement among the transferor and transferee of a Property, or part thereof, as contemplated by section 4.1(c), the form of which is attached hereto as Schedule "D".

"**Banwell Gardens Lands**" means those lands registered in the name of Banwell Gardens Care Facility Inc. and legally described in Schedule 'A', hereto.

"**Business Day**" shall mean any day that is not a Saturday, Sunday or statutory holiday in the Province of Ontario.

"**Commercial Lands**" means the real property registered in the name of Royal Timbers described in Schedule "B",

"**Commercial Services**" shall mean those site services, facilities and utility installations located in, on or under the Property and connected to, servicing and benefiting the Commercial Lands and the buildings and improvements located thereon, from time to time, including, without limitation, all storm water sewers, sanitary sewers, drains, water mains, water courses, water lines and installations, together with their appurtenances.

"**Consulting Engineer**" means such duly qualified engineer or firm licensed in Ontario as may be acceptable to the Owners, being time consulting engineer engaged by the Owners for the purposes described in this Agreement.

"**Cost Sharing Principles**" means the principles expressed in Section 2.2 and Schedule "C".

"**Defaulting Owner**" means an Owner which is in default of its obligations pursuant to this Agreement.

"**Default Rate**" means the rate equal to Prime plus 5% per annum.

“Event of Default” means the failure of any Owner in performing any of its obligations under this Agreement including, without limitation, those events described in section 7.1.

"Land Titles Office" means the Land Registry Office for the Land Titles Division of the County of Essex (LRO 12).

" Masse Lands" means the real property registered in the name of 2248144 Ontario Limited described in Schedule "A".

" Masse Services" means those site services, facilities and utility installations located in, on, or under the Property and connected to, servicing and benefiting the Masse Lands and buildings and improvements located thereon, from time to time, including, without limitation, all storm water sewers, sanitary sewers, drains, water mains, water courses, water lines and installations, together with their appurtenances.

" Masse Building" shall mean any buildings constructed on the Masse Lands as of the date of this Agreement.

"Master Servicing Plan" means the servicing plan, describing the Mutual Services, prepared by H.G.S. Limited entitled Storm Management Plan. The Owners acknowledge and agree that the Master Servicing Plan may be updated and amended from time to time by the Consulting Engineer.

"Mortgagee's Acknowledgement" means the acknowledgement from each mortgagee of a Property as contemplated by section 4.2, the form of which is attached hereto as Schedule "E".

"Municipality" means the City of Windsor.

"Mutual Capital Costs" means the costs of constructing any new Mutual Services or replacing existing Mutual Services which cost is deemed by the Consulting Engineer to be capital in nature.

"Mutual Costs" means, collectively, the Mutual Capital Costs and Mutual Operating Costs.

"Mutual Operating Costs" means the costs of operating, maintaining, repairing, replacing and adding to the Mutual Services.

"Mutual Services" shall mean those site services, facilities and utility installations located in, on or under the Property and connected to, servicing and benefiting both the Commercial Lands and Masse Lands and Alexander Daycare Lands and Banwell Gardens Lands the buildings and improvements located thereon, from time to time, including, without limitation, all (if any): Access Road, curbing, parking, landscaping, lighting, storm water sewers, sanitary sewers, drains, water mains, water courses, water lines and installations, together with their appurtenances as these may be replaced, repaired or added to from time to time.

"Mutual Services Committee" means the committee consisting of one representative from each Owner and the Consulting Engineer as described in Article 3.

"Owners" means Banwell Gardens and Royal Timbers and any owner or owners of the Commercial Lands from time to time, and their respective successors, assigns and successors in title, including, without limitation, any future owners of any Parcel pertaining to the Commercial Lands and the Banwell Gardens Lands, and Owner means any one thereof.

"Parcel" means any one of the lands defined in Schedules A or B hereto and as their boundaries may otherwise be amended from time to time.

"Parcel Owner" means the registered owner, or where more than one shall collectively mean the registered owners, of a Parcel or Parcels.

"Parking Agreement" shall have the meaning defined in Section 2.5 hereof.

"Prime" means the annual rate of interest quoted by the Royal Bank of Canada from time to time as its prime rate for Canadian dollar loans made in Canada.

"Property" means, individually or collectively as the context requires, each of the Masse Lands and the Commercial Lands and the Alexander Daycare Lands and the Banwell Gardens Lands.

"Proportionate Share" means the percentage of the Mutual Costs allocated to each Owner as set out in Schedule "C". For greater certainty, the Owners agree that the respective Proportionate Share of each Owner shall be determined by the Consulting Engineer based upon the terms of this Agreement and the benefit derived or enjoyed by the respective Owner by its use of each specific Mutual Service and may be amended, from time to time, by the Consulting Engineer, upon agreement of all Owners.

1.3 Gender

The use of the masculine gender in this Agreement shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to including the plural, wherever the context so requires.

ARTICLE 2 MUTUAL SERVICES AND COSTS

2.1 General

The Parcel Owners acknowledge and agree that they have entered into this Agreement for the following purposes:

- (a) to reflect their mutual understanding with respect to design, construction, ownership, operation, maintenance, repair, replacement and additions to the Mutual Services;
- (b) to reflect their mutual understanding with respect to Mutual Costs;
- (c) to allow for any Parcel Owner who desires to proceed to further develop and service its Parcel; and

- (d) to otherwise provide for all matters of co-operation among the Parcel Owners as set out in this Agreement.

Masse and Alexander Daycare and Banwell Gardens acknowledge that BDO Canada Limited as Receiver for Royal Timbers intends to sell Parcels to third parties, who will each become Owners pursuant to this Agreement.

2.2 Cost Sharing Principles

The Owners acknowledge that they are entering into this Agreement on the basis that each Owner shall pay its Proportionate Share for the costs of maintenance, operation, repair, replacement, expansion and addition to the Mutual Services as set out in the Cost Sharing Principles attached as Schedule "C". Where there is any discrepancy, conflict or ambiguity between the Cost Sharing Principles and the balance of this Agreement, the Cost Sharing Principles shall at all times govern. Each Owner covenants and agrees to pay its Proportionate Share of Mutual Costs based on the actual costs and expenses incurred, as certified by the Consulting Engineer. The Owners acknowledge and agree that the Consulting Engineer's determination shall be final and binding on all Owners; however, the Owners shall have the right to refer any determination of the Consulting Engineer to arbitration. The Owners acknowledge and agree that the Consulting Engineer shall be primarily responsible for interpreting and applying the Cost Sharing Principles to the subject matter of this Agreement.

For further clarification, nothing in this Agreement shall obligate Masse or Alexander Daycare to contribute to the cost to extend the Mutual Services through the Commercial Lands.

2.3 Co-operation

Each Owner agrees that it shall cooperate with the other Owner and the Consulting Engineer in carrying out the objectives of this Agreement. Each Parcel Owner agrees not to object to any development related application made by any other Parcel Owner and, specifically, the owners of the Masse Lands, the Alexander Daycare Lands and the Banwell Gardens Lands and their respective successors and assigns covenant to cooperate with the Owners of the Commercial Lands and its successors and assigns not to unreasonably oppose any application brought by the Owner of the Commercial Lands and its successors and assigns, from time to time, for any rezoning, minor variance, official plan amendment or building permit in respect of the Commercial Lands to permit the development of any vacant portion of the Commercial Lands. The owners of the Commercial Lands, the Masse Lands and the Alexander Daycare Lands covenant to cooperate with the owner of the Banwell Gardens Lands and its successors and assigns not to unreasonably oppose any application brought by the owner of the Banwell Gardens Lands and its successors and assigns, from time to time, for any rezoning, minor variance, official plan amendment or building permit in respect of Banwell Gardens Lands to permit the profitable and efficient construction and/or operation of Banwell Gardens Building.

2.4 Master Servicing Plan

The Parcel Owners acknowledge and agree that the Mutual Services have been developed in accordance with the Master Servicing Plan. By execution of this Agreement, the parties agree that the Master Servicing Plan prepared by the Consulting Engineer is acceptable in principle, subject to the rights of an owner to amend the Master Servicing Plan to accommodate changes

required by such Parcel Owner, acting reasonably, or by any Approval Authority and provided any amendment to the Master Servicing Plan does not unreasonably interfere with the intended use of the other Parcel Owners Property.

The Owners covenant and agree to construct new Mutual Services in accordance with the Master Servicing Plan, as amended from time to time, all other plans and specifications approved by the Owners (acting reasonably) and in compliance with the Acceptable Standard. The Owners covenant and agree to co-operate with each other to ensure that new Mutual Services are constructed in a cost effective and time efficient manner, In addition, the Owners covenant and agree to ensure that, in constructing any new Mutual Services, the Owners shall not unreasonably interfere with the intended use of the other Owner's Property.

Each Owner engaged in construction of new Mutual Services (either on its Property or on the other Owner's Property) shall obtain and maintain insurance coverages with respect to such work, including without limitation, liability and insurance in an amount of not less than \$5,000,000.00 per occurrence in builders all risk insurance. Such policy or policies of insurance shall identify as insureds the constructing Owner and the other Owner(s) of the Property on which the Mutual Services are being constructed.

2.5 Parking

The terms of Mutual Parking are governed by a separate Agreement that may be registered on title to the Commercial Lands (herein the "**Parking Agreement**").

2.6 Administrative Costs

The Owners acknowledge and agree that all ongoing Administrative Costs shall be paid equally by the Owners forthwith after written demand, in accordance with each Owner's respective Proportionate Share. Notwithstanding the foregoing, all Administrative Costs which, in the opinion of the Consulting Engineer, may be properly allocated to one Owner, but not the other Owner, shall be the responsibility of such Owner,

2.7 Mutual Operating Costs

The Owners acknowledge and agree that all Mutual Operating Costs relating to routine maintenance and minor repairs shall be divided between the Owners as set out in the Cost Sharing Principles.

The Owners acknowledge and agree that, in the event of a dispute as to whether any cost or expense constitutes a Mutual Operating Cost, the Owners shall refer this matter to the Consulting Engineer and the Owners agree to be bound by the decision of the Consulting Engineer regarding this matter, provided that said decision is in accordance with the terms of this Agreement.

The Owners acknowledge and agree that, in accordance with the Cost Sharing Principles, each Owner shall pay its Proportionate Share of Mutual Operating Costs based on the actual costs and expenses incurred by each Owner, as certified by the Consulting Engineer.

2.8 Mutual Capital Costs

The Owners acknowledge and agree that, in accordance with the Cost Sharing Principles, each Owner shall pay its Proportionate Share of Mutual Capital Coats based on the actual costs and expenses incurred by the constructing Owner, as certified by the Consulting Engineer. Prior to settling a contract relating to the construction or installation of new Mutual Services, the Owner shall submit such draft contract, including pricing, to the Consulting Engineer for pre-approval, which approval shall not be unreasonably withheld or delayed. Once the contract has been finalized, the Owner shall forward a copy of same to the Consulting Engineer, and, as the contract is completed and payments are made, the Owner (or such Owner's consulting engineer, as the case may be) shall provide the Consulting Engineer with the particulars of all payments so that the Consulting Engineer has all the information necessary to determine the actual costs incurred by the Owner with respect to the construction of the new Mutual Services.

The Owners acknowledge and agree that, in the event of a dispute as to whether any cost or expense constitutes a Mutual Capital Cost, the Owners shall refer this matter to the Consulting Engineer and the Owners agree to be bound by the decision of the Consulting Engineer regarding this matter, provided that said decision is in accordance with the terms of this Agreement.

The Owners acknowledge and agree that, in accordance with the Cost Sharing Principles, each Owner shall pay its Proportionate Share of Mutual Capital Costs based on the actual costs and expenses incurred by each Owner, as certified by the Consulting Engineer.

2.9 Mutual Costs

The Owners acknowledge and agree that the Consulting Engineer shall be responsible for certifying to the Owners all Mutual Costs, including Mutual Operating Costs and Mutual Capital Costs and, consequently, the Owners agree to provide to the Consulting Engineer all information required by the Consulting Engineer necessary to fulfill this obligation from time to time. The Owners acknowledge and agree that the Consulting Engineer's determination shall be final and binding on all Owners, save and except in the event of manifest error, provided that said determination is not in conflict with the terms of this Agreement. Notwithstanding the foregoing, in the event that an Owner disputes any calculation made by the Consulting Engineer, such Owner shall have the right to submit the dispute to arbitration provided; however, that Owner shall initially pay the full amount required by the Consulting Engineer's certificate. In the event that the Owner is successful in reducing its obligation as a result of the arbitration, the appropriate amount shall be refunded to such Owner within 15 days of the arbitrator's decision. Alternatively, at the sole option of the Owner, the Owner may deduct the difference owed back to said Owner from any amounts next falling due and owing by the Owner under this Agreement until fully reimbursed for the appropriate amount. The existence of said alternative does not release the Consulting Engineer or any other party from their obligation to pay back said amount within 15 days of the arbitrator's decision,

2.10 Interest On Payments in Arrears

Any payment that is required to be made by an Owner to the other Owner pursuant to this Agreement that is outstanding and in arrears 30 days after delivery of a notice to such Owner, shall bear interest at the Default Rate from the date on which such payment was due until the date such amount is paid in full,

2.11 Ownership

With the exception of any services (such as gas, hydro, cable and telephone services) which shall be owned by the appropriate service provider, each Parcel Owner acknowledges and agrees that the Mutual Services shall be owned by the Parcel Owner of the Property on or in which they are located. Notwithstanding the fact that Mutual Services are located within the boundary of a Parcel Owner's Property, such Parcel Owner shall not have the right to exclusively control or administer such Mutual Services in a manner which is adverse in interest to any other Parcel Owner or contrary to the purpose and intent of this Agreement.

2.12 Use

After execution and registration of this Agreement against title to each Property, each Parcel Owner shall have and is hereby granted the right, in common with each other Owner, to use the Mutual Services for the purposes for which they are designed and constructed. The right of each Parcel Owner to use the Mutual Services shall extend to each of its tenants, occupants, customers, employees, invitees, servants, agents, licensees and condominium unit owners and such tenants in common with the other Parcel Owners from time to time.

2.13 Maintenance, Repair and Reconstruction

Each Owner covenants and agrees to use, operate, maintain and repair the Mutual Services in accordance with the terms of this Agreement and in compliance with the Acceptable Standard. In this regard, and subject to the Cost Sharing Principles, each Owner acknowledges and agrees that it shall be responsible for operating, maintaining and repairing those elements of the Mutual Services which are located within the boundary of such Owner's Property. Each Parcel Owner covenants and agrees that it shall not permit to exist and shall not carry on any activity that may damage the Mutual Services or that may interfere with the use or enjoyment by the other Parcel Owners of the Mutual Services.

ARTICLE 3 MUTUAL SERVICES COMMITTEE

3.1 Authority

The Mutual Services, or part thereof, shall be operated, maintained, repaired, improved, altered, replaced and administered by the Owner of the Property on or in which the Mutual Services or part thereof, are located, subject to this overriding principle that, notwithstanding the fact that parts of the Mutual Services are located within the boundaries of each Property, the Owner of such Property shall not construct, install, operate, maintain, repair, improve, alter, replace, administer or control such Mutual Services in a manner which is adverse in interest to the other Owners who benefit from such Mutual Services. The Mutual Services Committee is hereby empowered and shall have the authority to ensure that these principles are adhered to by each Owner. For further clarity, the Owners shall be mutually responsible for the operation, maintenance, repair, improvement, replacement and administration of those Mutual Services that are not contained within the Commercial Lands or the Banwell Gardens Lands.

3.2 Appointment

Except as otherwise provided below, the Mutual Services Committee shall initially consist of three individuals, with one member appointed by Banwell Gardens, one member appointed by the owner of the Commercial Lands (one member representing each Owner or all of the Owners of each property) and the Consulting Engineer. Each Owner may also appoint a designated substitute. Each Owner may, at any time and from time to time by written notice, replace its member of the Mutual Services Committee, including any designated substitute. Any member so replaced shall cease to be a member of the Mutual Services Committee or a designated substitute, as the case may be, upon the giving of such notice. Copies of such written notice shall be given to the other members of the Mutual Services Committee. To the extent that the Commercial Lands are not under common ownership, each Parcel Owner may appoint its own member to the Mutual Services Committee, which shall increase the number of members of the Mutual Services Committee accordingly.

3.3 Vacancies

The office of a member of the Mutual Services Committee or designated substitute, as the case may be, shall be vacated upon the occurrence of any one or the following events:

- (a) if a receiving order is made against him or if he makes an assignment under the *Bankruptcy and Insolvency Act*;
- (b) if an order is made declaring him to be a mentally incompetent person or incapable of managing his affairs;
- (c) if he is removed from office by a written notice from the party to this Agreement that appointed him;
- (d) if by notice in writing to the Mutual Services Committee he resigns his office; or
- (e) if he dies.

Any vacancy on the Mutual Services Committee shall be filled by the Owner which appointed the former member of the Mutual Services Committee within 10 days of such vacancy.

3.4 Function and Duties of the Mutual Services Committee

The Mutual Services Committee shall be responsible for overseeing the construction, installation, operation, maintenance, repair, improvement, alteration, replacement and administration of the Mutual Services in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, the Mutual Services Committee shall have the following responsibilities and duties: (Given the Committee ensures the Mutual Services are properly maintained, repaired and insured do we want to include Masse and Alexander Daycare as members on the Committee?)

- (a) ensuring that the Mutual Services are properly constructed and installed;

- (b) ensuring that the Mutual Services are properly maintained and repaired;
- (c) regulating the use of the Mutual Services to ensure that all parties entitled to use the Mutual Services receive such benefits;
- (d) ensuring all necessary utilities and services are supplied to the Mutual Services for the proper operation and maintenance thereof;
- (e) ensuring that the Mutual Services are properly insured by the Owner of the Property on which the Mutual Services are located;
- (f) ensuring that each Owner pays its proper share of the Mutual Costs in accordance with the terms of this Agreement;
- (g) enforcing all of the terms and conditions of this Agreement as may be necessary to ensure the proper construction, installation, operation, maintenance, repair, improvement, alteration, replacement and administration of the Mutual Services as applicable; and
- (h) performing all other acts and doing all other things as may be necessary to ensure that the Mutual Services are properly maintained and repaired from time to time.

3.5 Decisions of the Mutual Services Committee

The powers of the Mutual Services Committee shall be exercised by resolution in writing consented to by all the members of the Mutual Services Committee then in office as evidenced by their signatures. Copies of the minutes of all meetings of the Mutual Services Committee and copies of all resolutions passed by the Mutual Services Committee shall be provided to each Owner. In the event that an Owner registers a plan of condominium with respect to its Property (or any part thereof), the Owners acknowledge and agree that the condominium corporations representative on the Mutual Services Committee may require authorization and approval from the board of directors of the condominium corporation prior to making any decision on behalf of the condominium corporation. Where a decision cannot be reached with respect to a matter under section 3.4 any Owner may forthwith refer the matter to the Consulting Engineer.

3.6 Place of Meetings

Meetings of the Mutual Services Committee shall be held at such location as determined by the Mutual Services Committee from time to time. Meetings may also be held by means of teleconference, or other electronic means.

3.7 Calling of Meetings

Meetings of the Mutual Services Committee shall be held from time to time as called by any member of the Mutual Services Committee provided that such meetings shall be held at least annually. Notice of the time and place of each meeting (including an agenda and relevant background material) shall be given to each member not less than five days before the time when the meeting is to be held except in the case of an emergency, in which case, such notice shall be

given to each member not less than 24 hours before the meeting. No notice of a meeting shall be necessary if all members of the Mutual Services Committee are present or if those absent waive notice of the meeting or otherwise signify their consent to the holding of such meeting. Notices to a member of the Mutual Services Committee shall be given to him at the address which he has provided to the Mutual Services Committee for service purposes. If 30 minutes after the time appointed for holding the meeting a quorum is not present, then the meeting shall be adjourned to the same time on the corresponding day of the following week (the "**Second Meeting**"). In the event that 30 minutes after the time appointed for holding the Second Meeting a meeting where a quorum is not present, the member requesting the meeting shall be entitled to provide notice of the time and place (including an agenda and relevant background material) to each other member not less than five days before the time when the next meeting is to be held (the "**Third Meeting**") and if 30 minutes after the time appointed for holding the Third Meeting a quorum is not present, the Third Meeting may be held with only two members present.

3.8 Quorum

The quorum for the transaction of business at any meeting of the Mutual Services Committee shall be all members, except at a Third Meeting, in which case the quorum for transaction of business shall be a simple majority of the eligible members. In all events, the Consulting Engineer must be present in order to achieve quorum.

3.9 Remuneration for Members of the Mutual Services Committee

No fees, salaries, commissions or other compensation shall be paid to the members of the Mutual Services Committee, except for the Consulting Engineer in respect of their work on such committee unless all Owners otherwise agree in writing.

3.10 Disclosure

Each Owner or member of the Mutual Services Committee who has, directly or indirectly, any material interest in any material contract or transaction with respect to Mutual Services to which an Owner is or will be a party shall immediately disclose his interest in such contract or transaction in writing to the other members of the Mutual Services Committee and to the Owners at the next meeting of the Mutual Services Committee.

3.11 Standard of Care

Every member of the Mutual Services Committee shall exercise the powers and duties of his office honestly and in good faith.

ARTICLE 4 TRANSFER AND ASSIGNMENT

4.1 Transfer of Property

Each Parcel Owner hereby acknowledges and agrees that it shall not sell, transfer, assign or otherwise convey any interest in its Property, or any part thereof, except in accordance with the following:

- (a) Each Parcel Owner hereby acknowledges and agrees that it shall not sell, transfer, assign or otherwise convey any interest in its Property, or any part (hereof, unless the transferee of such interest has executed an Assumption Agreement in the form attached hereto as Schedule D pursuant to which such transferee shall agree to comply with and be bound by all of the terms and provisions of this Agreement.
- (b) Prior to any sale, transfer, assignment, or other conveyance of any interest in its Property by a Parcel Owner, such Parcel Owner hereby agrees to ensure that all contributions and other amounts due and payable by such Owner to the other Owner(s) pursuant to the terms of this Agreement shall be current and not in arrears.
- (c) Each Parcel Owner hereby acknowledges and agrees that, at the time of completing the transaction of purchase and sale with a transferee relating to such Parcel Owners' Property, or part thereof, the Parcel Owner shall ensure that the transferee registers in the Land Titles Office against title to such Parcel Owners' Property a fully executed copy of the Assumption Agreement, to the extent such registration is accepted by the Land Titles Office. The Parcel Owners (and each transferee as a new Owner) hereby acknowledge and agree that notice of the Assumption Agreement shall be registered as the next instrument immediately after registration of the Transfer/Deed of Land relating to such Parcel Owner's Property, or part thereof, and before the registration of any Charge/Mortgage of Land or any other instrument.
- (d) Each new Parcel Owner shall not have the right to use or occupy the Mutual Services unless such Parcel Owner has entered into an Assumption Agreement and a fully executed copy of such Assumption Agreement has been registered in accordance with subsection 4.1(c) hereof.
- (e) Each new Parcel Owner shall be liable for any amount owing and outstanding pursuant to this Agreement by a previous Parcel Owner in title to such Parcel Owner's Property and, consequently, each Parcel Owner is advised that it is prudent to obtain a Certificate of Compliance in accordance with Section 6.1 hereof, prior to acquiring an interest in any Property.
- (f) Notwithstanding any term or provision of this Agreement, this section does not apply to the purchase, sale and/or mortgaging of any condominium unit developed on any Property. For greater certainty, the parties acknowledge and agree that, in the event that an Owner registers a condominium corporation relating to all or part of its Property, such condominium corporation shall execute and register an Assumption Agreement in accordance with the terms and provisions of this section; however, this section shall not apply to the purchase, sale and/or mortgaging of individual condominium units.

4.2 Mortgages

The Parcel Owners hereby acknowledge and agree that any charge/mortgaging of a Property or any portion thereof by a Parcel Owner shall not constitute a conveyance within the meaning of section 4.1 hereof.

Each Parcel Owner hereby acknowledges and agrees that it shall not mortgage all or any part of its Property unless such Parcel Owner uses its reasonable and diligent best efforts to obtain and deliver to the Mutual Services Committee a Mortgagee's Acknowledgement in the form attached hereto as Schedule "E" prior to the registration of any charge/mortgage. The Mortgagee's Acknowledgement shall provide that if there is a default under such mortgage and the mortgagee asserts any remedy against the Property, or any part thereof, upon doing so, the mortgagee shall agree so long as it is in possession of the Property, or part thereof, as the case may be, to be bound by and comply with the terms and provisions of this Agreement, and in the case of a sale of the Property by the mortgagee exercising its remedies, the mortgagee shall cause the purchaser to enter into an Assumption Agreement and comply with the provisions of section 4.1 hereof as a condition of completing the transaction of purchase and sale relating to such Property.

Provided the Mutual Services Committee is in receipt of a fully executed copy of a Mortgagee's Acknowledgement, the Mutual Services Committee hereby acknowledges and agrees to provide notice to the mortgagee referenced in such Mortgagee's Acknowledgement in the event that the Owner referenced in such Mortgagee's Acknowledgement becomes a Defaulting Owner. Further, the Mutual Services Committee hereby acknowledges and agrees that such mortgagee shall have the right to rectify any default by such Owner.

4.3 Successors and Assigns

The parties acknowledge and agree that this Agreement shall be binding on their successors, assigns and successors in title. In the event that an Owner registers a plan of condominium with respect to its Property (or any part thereof), the Owners covenant and agree that, immediately after registration of the condominium, the Owners shall enter into an Assumption Agreement with the condominium corporation, which Assumption Agreement shall be registered as a by-law of the condominium corporation prior to the transfer of any unit.

4.4 Registration on Title

The Owners acknowledge and agree that notice of this Agreement shall be registered against each Owner's Property so as to ensure that this Agreement is binding on the Owners and their respective successors, assigns and successors in title.

ARTICLE 5 EASEMENTS

5.1 Reciprocal Easements

The Parcel Owners acknowledge and agree that easements have been registered against the title to the Commercial Lands in favour of the Masse Lands, Alexander Daycare Lands and Banwell Gardens Lands and against the Masse Lands and Alexander Daycare Lands in favour of the Commercial Lands as set in CE267537 and CE●. The parties acknowledge and agree that the reference to Easement and Operating Agreement and/or Mutual Services Agreement contained in either CE267537 or CE● shall be a reference to this Agreement:

In the event that working or permanent easements, rights or licenses are required by any Parcel Owner or Approval Authority from the other Parcel Owner to permit the construction and

installation of new or additional Mutual Services, the Parcel Owner from whom such easement or dedication is required shall, so long as said easement does not materially affect the present or intended future use of the Parcel to which it will be subject upon approval of the engineering drawings by the Consulting Engineer and any appropriate Approval Authority, grant such easement, right or license for \$1.00 consideration and make best efforts to obtain all requisite postponements, subordinations and discharges as may be reasonably required by the transferee.

The Parcel Owners acknowledge and agree that easements are hereby granted by the Owner of the Commercial Lands in favour of the Masse and Alexander Daycare and Banwell Gardens Lands and by the Owner of Masse Lands and Alexander Daycare in favour of the Commercial Lands and Banwell Gardens Lands for the following purposes:

(a) Easements Benefiting Commercial Lands

Subject to the terms of this Agreement, Masse, and Alexander Daycare, on behalf of themselves and their respective successors and assigns, hereby transfers and grants to Royal Timbers, its successors and assigns, for themselves and for the benefit of their tenants, customers, employees, servants, agents, invitees and licencees and for customers, employees, servants, agents, invitees and licencees of their tenants, the following easements and rights:

- (i) an easement over those portions of the Masse Lands and Alexander Daycare Lands for the passage and re-passage of motor vehicles and pedestrians over the Masse Lands and Alexander Daycare Lands to and from the Commercial Lands and adjacent streets described as Parts 25 & 26 on 12R-22842; and
- (ii) an easement over that portion of the Masse Lands described as Part 24 on 12R27789 for the installation, repair and maintenance of sanitary and storm sewers and other shared services that may be installed from time to time.

Such rights and easements shall be in common with the right of the owners of the Masse Lands and Alexander Daycare Lands, their respective successors and assigns, for themselves and for the benefit of their tenants, customers, employees, servants, agents, invitees and licencees, and for the customers, employees, servants, agents, invitees and licencees of their tenants. The rights of Royal Timbers and Banwell Gardens, and their respective successors and assigns and the other parties set out above, pursuant to this Section, shall be of the same force and effect as a covenant running with the Masse Lands and Alexander Daycare Lands and shall be appurtenant to the Commercial Lands and the Banwell Gardens Lands. Masse or Alexander Daycare shall not suffer, permit or cause any interruption, blockage, obstruction, stoppage, delay or cessation of all or any of the rights herein granted.

(b) Easements Benefiting Masse Lands and Alexander Daycare Lands and Banwell Gardens Lands

Subject to the terms of this Agreement, Royal Timbers, on behalf of itself, its successors and assigns, hereby transfers and grants to Masse, Alexander Daycare and Banwell Gardens its successors and assigns for themselves and for the benefit of their tenants, customers, employees, servants, agents, invitees and licencees, and for the customers, employees, servants, agents, invitees and licencees of their tenants, the following easements and rights:

- (i) an easement over those portions of the Commercial Lands designated as the Access Road for the passage and re-passage of motor vehicles and pedestrians over the Access Road to and from the Banwell Gardens Lands, the Masse Lands and the Alexander Daycare Lands and adjacent streets; and
- (ii) an easement over those portions of the Commercial Lands designated as the Access Road for the provision of the Mutual Services and the lands described as Part 27 on 12R-22842.

Such rights and easements shall be in common with the right of Royal Timbers, its successors and assigns, for themselves and for the benefit of their tenants, customers, employees, servants, agents, invitees and licencees, and for the customers, employees, servants, agents, invitees and licencees of their tenants. The rights of Masse, Alexander Daycare and Banwell Gardens their respective successors and assigns and the other parties set out above, pursuant to this Section, shall be of the same force and effect as a covenant running with the Commercial Lands and shall be appurtenant to the Masse Lands, Alexander Daycare Lands and Banwell Gardens Lands. Royal Timbers shall not suffer, permit or cause any interruption, blockage, obstruction, stoppage, delay or cessation of all or any of the rights herein granted.

5.2 Grant of Easements

The easements granted in Sections 5.1(a) and 5.1(b) hereof shall exist by virtue of this Agreement without the necessity of confirmation by any other documents, but either party will, at the other's request and by submitting to the other party the appropriate documents in a form suitable for registration, execute and acknowledge such documents giving further assurances of such easements.

5.3 Additional Easements

Each Parcel Owner agrees to execute and deliver all documentation necessary to release any easement burdening a Property forthwith upon written request from the Mutual Services Committee, in the event that the Mutual Services Committee declares that any such easement is not necessary in accordance with the Terms of this Agreement for the proper function and operation of the Mutual Services. In addition, each Parcel Owner agrees to execute and deliver all documentation necessary to grant any additional easements burdening its respective Property (or part thereof) for the benefit of the other Property in the event such easement is required for the proper construction and operation of the Mutual Services and new or additional Mutual Services in accordance with this Agreement.

5.4 Planning Act Compliance

The Parcel Owners acknowledge and agree that the easements, rights or licenses referred to in Section 5.1 have been granted subject to the provisions of the *Planning Act* (Ontario) and in the event the provisions of the *Planning Act* (Ontario) have not been complied with, the interests referenced in Section 5.1 of this Agreement shall only be valid for 21 years less one day.

ARTICLE 6 STATUS STATEMENT

6.1 Status Statement

Within 5 Business Days after a written request by a Parcel Owner, the other Parcel Owner shall deliver a status statement or a certificate stating the following:

- (a) that this Agreement is unmodified and in full force and effect (or if there have been modifications, that this Agreement is in full force and effect as modified and identifying the modification agreement) or if this Agreement is not in full force and effect, the status statement or certificate shall explain the appropriate details; and
- (b) whether or not there is any existing default by an Owner in the payment of any amount or the fulfillment of any non-monetary obligation to be paid or performed by an Owner pursuant to this Agreement.

In the event that a Parcel Owner fails or refuses to provide a status statement or certificate, the Parcel Owners hereby authorize and appoint the Consulting Engineer, as attorney for such Parcel Owner, to provide any such status statement or certificate on behalf of such Parcel Owner which fails or refuses to provide the said status statement or certificate. For greater certainty, no Parcel Owner shall be obligated to respond to a request for a status statement or certificate from a Parcel Owner, purchaser or mortgagee of a unit in a condominium corporation as a result of the fact that such owner, purchaser or mortgagee may request a status certificate from the condominium corporation in which the unit is located pursuant to Section 76 of the *Condominium Act, 1996* as amended or replaced from time to time

ARTICLE 7 DEFAULT

7.1 Events of Default

The following shall constitute Events of Default for the purpose of this Agreement:

- (a) An Owner fails to pay (within 30 days of the date on which the Owner receives written notice/demand for payment from the Consulting Engineer) its share of any Mutual Costs;
- (b) An Owner admits its inability to pay its debts generally, becomes subject to any proceeding seeking liquidation, rearrangement, relief from creditors or the

appointment of a receiver or trustee; or, becomes subject to any judgment or order which has or might have a material and adverse effect on the Mutual Services or Now Mutual Services or the ability of the Owner to pay its share of the Mutual Costs;

- (c) An Owner defaults with respect to its other obligations as set out in this Agreement (other than a monetary default);
- (d) An Owner defaults under any other agreement (other than this Agreement) relating to the Mutual Services,

7.2 Default in Payment

In the event that an Owner defaults in the payment of any amount owing pursuant to this Agreement and such default continues for 30 days after the aggrieved Owner or the Consulting Engineer delivers written notice of such default to the Defaulting Owner, the Owners hereby acknowledge and agree that the Owner to which the Defaulting Owner defaulted shall have a lien against the Property of the Defaulting Owner to secure the payment of such outstanding amount, together with all reasonable costs, charges and expenses incurred by the Owner in connection with the collection or attempted collection of such amount plus interest calculated at the Default Rate on the outstanding amount from the date on which such amount was due and payable to the date on which the Defaulting Owner pays the entire amount owing to the Owner. The lien described in this section shall arise immediately upon the giving of notice to the Defaulting Owner demanding payment of the amount owing by the Defaulting Owner.

The Owners acknowledge and agree that an Owner may assert the lien created by this section against the Defaulting Owner's Property by registering a caution against the Owner's Property pursuant to section 128 of the *Land Titles Act* (Ontario) or such other notice that may be permitted according to the provisions of the *Land Titles Act* (Ontario), in addition to any other statutory, common law or equitable remedy relating to the enforcement of a debt which is secured by real property.

7.3 Withdrawal of Caution

Upon payment of the outstanding amount by the Defaulting Owner to the aggrieved Owner together with all reasonable costs, charges and expenses incurred by the aggrieved Owner in connection with the collection of such unpaid amount plus interest on such unpaid amount calculated at the Default Rate from the date on which such unpaid amount was due from the Defaulting Owner, the aggrieved Owner shall provide to the Defaulting Owner, at the expense of the Defaulting Owner, a withdrawal of caution, in duplicate and in registerable form.

7.4 Other Defaults

In the event that an Owner defaults in the performance of any of its other obligations under this Agreement (other than the payment of any amount by the Owner as required by this Agreement) and such default continues for 30 days after an aggrieved Owner or the Consulting Engineer delivers written notice of such default to the Defaulting Owner, the Owners acknowledge and agree that the non-defaulting Owner shall be entitled to perform the obligations of the Defaulting Owner in order to remedy the default of the Defaulting Owner. In such event, all reasonable

costs, charges and expenses incurred by the non- defaulting Owner in connection with remedying the Defaulting Owner's default shall accrue interest at the Default Rate and shall be paid forthwith on demand.

7.5 Additional Remedies

Notwithstanding any other provision of this Agreement, in the event that an Owner becomes a Defaulting Owner and such default continues for 30 days after an aggrieved Owner or the Consulting Engineer has delivered written notice of such default to such Defaulting Owner, any non-defaulting Owner may commence an action in a court of competent jurisdiction against such Defaulting Owner to enforce payment of any amount owing by such Defaulting Owner or to obtain such other relief as may be appropriate in the circumstances.

ARTICLE 8 ARBITRATION

8.1 Arbitration Procedure

Any dispute arising out of, in connection with, or relating to the interpretation of this Agreement, or the breach, or the alleged breach of any provision hereof, shall be submitted by the parties to arbitration, provided that nothing in this section shall prevent a party from seeking equitable relief, including without limitation injunctive relief, from any court of competent jurisdiction and enforcing any order made pursuant hereto. If a party to this Agreement wishes to have any matter under this Agreement arbitrated, it shall give notice to the other party specifying the particulars of the matter or matters in dispute. The parties agree to select a single arbitrator to determine the matter in dispute. If the parties fail to agree on a single arbitrator within 20 days following the date on which the initial request for arbitration is submitted by the initiating party, then either party may apply to a judge of the Superior Court of Justice pursuant to the *Arbitrations Act* for the appointment of a single arbitrator on 2 days' notice to the other party. The arbitration shall be conducted in accordance with the *Arbitrations Act*. The fees and expenses of such arbitration shall be determined and allocated between the parties by the arbitrator,

ARTICLE 9 INSURANCE AND INDEMNITY

9.1 All Perils and Public Liability Insurance

Each Parcel Owner agrees to obtain and maintain the following insurance coverages:

- (a) All risk insurance sufficient to cover 100% of the repair and/or replacement cost of the Mutual Services on its Property;
- (b) Public and contractual liability insurance in the amount of not less than Five Million (\$5,000,000.00) Dollars (or any greater amount as may be determined by the Mutual Services Committee from time to time) for each occurrence with respect to any accident or incident arising from or upon the Mutual Services on its Property, and shall deliver a copy of such insurance policies to the other Parcel Owners at any time or times upon request thereof. In addition, all said policies of

insurance shall be specifically endorsed to cover said Parcel Owner's agreement to indemnify the other Parcel Owners as set out herein with each of said other Parcel Owners named in said policies as additional insureds;

- (c) Errors and emissions insurance coverage for each member of the Mutual Services Committee, from time to time; and
- (d) Such other insurance as the Mutual Services Committee may decide to obtain in its sole and absolute discretion acting reasonably as would a prudent owner of similar property,

9.2 Acknowledgement re Insurance Proceeds

The parties hereby acknowledge and agree that all proceeds of the all risk insurance coverage shall be paid and applied towards the repair and/or replacement of the Mutual Services unless the Mutual Services Committee determines otherwise at a meeting duly constituted for such purpose.

9.3 Indemnity

All Owners shall and hereby do indemnify and hold each other harmless from and against any damages, liability, actions, claims, and expenses in connection with the loss of life, personal injury, and/or damage to property arising from or out of any occurrence in or upon the portion of the Mutual Services on said Owner's Property, or occasioned wholly or in part by any negligence or willful act or omission of such Owner or those for whom such owner is responsible at law.

ARTICLE 10 DAMAGE AND DESTRUCTION

10.1 Damage

If the Mutual Services or any part thereof are damaged or destroyed, then the Parcel Owner of the Property on which the damaged or destroyed Mutual Services are located shall rebuild, restore and repair same to the Acceptable Standard in accordance with this Agreement. All costs relating to rebuilding, restoring and repairing the Mutual Services shall be Mutual Costs to the extent that such costs are not covered by insurance proceeds and subject to the recovery of any uninsured portion of the costs from any party whose willful or negligent act or omission caused or substantially contributed to the damage or destruction of the Mutual Services.

10.2 Force Majeure

When and to the extent that any party is prevented, hindered or delayed in the fulfillment of any obligation hereunder by reason of force majeure (which shall not include financial inability), that party's obligation shall be postponed for so long as such prevention, hindering or delay continues to exist.

ARTICLE 11 THE CONSULTING ENGINEER

11.1 Appointment of Consulting Engineer

The Owners hereby appoint Rick Spencer of RC Spencer Associates Inc. as the Consulting Engineer to carry out the terms of this Agreement and to perform its duties herein. In performing its duties, the Consulting Engineer shall have the ability to engage or contract with other professionals or obtain any other form of assistance or advice it requires, and all reasonable costs thereof shall be Administrative Costs. The Consulting engineer shall be entitled to remuneration for services rendered pursuant to this Agreement, which remuneration (and the other terms of the Consulting Engineer's engagement) shall be settled by the Owners.

11.2 Duration

The Owners agree that the engagement of the Consulting Engineer for the purpose of this Agreement shall commence as of the date hereof and, unless otherwise terminated in accordance with the provisions of this Agreement, shall continue in full force and effect for a term of 1 year. The Owners agree that the engagement of the Consulting Engineer shall be reviewed on each anniversary of such engagement at which time either owner may elect to replace the Consulting Engineer with another Consulting Engineer and the Owners agree to act in good faith in selecting such replacement Consulting Engineer, failing which, the arbitration provisions of Article 8 hereof will apply.

11.3 General Duties of the Consulting Engineer

Without limiting any provision of this Agreement, the parties acknowledge and agree that the functions of the Consulting Engineer include:

- (a) Certifying completion or substantial completion of any of the Mutual Services or part thereof when required or requested for the purposes of this Agreement;
- (b) Calculating and certifying all matters pertaining to Mutual Costs;
- (c) Receiving from Owners copies of contracts for the construction of any new or additional Mutual Services and assessing the reasonableness or otherwise of costs applicable to such contracts and certifying to the Owners in respect thereof;
- (d) Where payments are to be made on account of any Mutual Services on the request of an Owner, examining the progress of the work and certifying the same to the Owner and calculating the amount which may be requested from other Owners pursuant to this Agreement;
- (e) Receiving and reviewing all draft plans, engineering drawings and specifications for all Mutual Services and determining all Mutual Costs pursuant to this Agreement;
- (f) Preparing and maintaining all certificates and records pursuant to this Agreement;

- (g) Reviewing and adjusting preliminary calculations from time to time and certifying any variations to the Owners for the purposes of adjusting accounts; and
- (h) Any other functions that the Consulting Engineer reasonably believes to be required in order to carry out the intent of this Agreement.

The parties acknowledge and agree that the Consulting Engineer shall be responsible for identifying and allocating all Mutual Costs in accordance with the principles expressed in this Agreement. In this regard, the Consulting Engineer shall establish and communicate to each Owner parameters for determining what costs and expenses incurred by Owners from time to time will constitute Mutual Costs. The Consulting Engineer shall have the right to assess the reasonableness of all contract prices and other expenses incurred by all Owner relating to the operation, maintenance and installation of Mutual Services. When Mutual Costs are estimated, the parties acknowledge and agree that all estimates shall allow for contingencies and variations (in the sole and absolute discretion of the Consulting Engineer applying prudent engineering principles, consistently applied) so as to ensure, to the greatest extent possible, that no item is underestimated. In the exercise of the rights and performance of the duties and obligations prescribed or conferred by the terms of this Agreement, the Consulting Engineer shall exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

The Consulting Engineer may, in relation to this Agreement, and with the prior written approval of the Owners representatives on the Mutual Services Committee, engage a lawyer, accountant, appraiser or other expert selected by it and act on the opinion or advice of such person, but shall not be bound to act upon such opinions, advice or information, and may employ such assistance as may be reasonably necessary to properly discharge its duties and may pay reasonable compensation for all such legal and other professional advice. The Consulting Engineer shall not be required to expend any of its own funds in performing any of its duties pursuant to this Agreement.

11.4 Decision of Consulting Engineer Final and Binding

The Owners acknowledge and agree that the identification and allocation of all Mutual Costs shall be determined by the Consulting Engineer, acting reasonably and in compliance with sound engineering practice and the terms of this Agreement, subject to adjustment from time to time as certifiably accurate information becomes available. The Owners acknowledge and agree that all determinations of the Consulting Engineer shall be final and binding upon the Owners, save and except in the event of manifest error or conflict with the terms of this Agreement, however, the Owners shall have the right to refer any determination of the Consulting Engineer to arbitration.

11.5 Resignation/Termination

The Consulting Engineer may at any time resign his administration hereunder and be discharged from all further duties and liabilities under this Agreement by giving to the Owners at least 60 days' notice or such shorter period of notice as the Owners may accept as sufficient; provided, however, that if the Consulting Engineer is directed by the Owners or any of them to do anything in any way related to this Agreement which the Consulting Engineer is unwilling or unable to do, the Consulting Engineer may upon notice to the Owners immediately resign his administration and be discharged from all further duties and liabilities. The Owners shall have the power at any

time and from time to time to remove the Consulting Engineer on at least 60 days' notice to the Consulting Engineer, such notice to be executed by each of the Owners. If the Consulting Engineer resigns or is removed, then the Owners shall mutually appoint a new Consulting Engineer. The retiring Consulting Engineer shall complete any outstanding certificates, calculations or reports capable of being completed as of the date of termination. Upon any such resignation or termination, the Consulting Engineer agrees to assign, in writing, to the Owners and/or the new Consulting Engineer all of such Consulting Engineer's right, title and interest in all plans, drawings, contracts, reports and studies (provided payment for same has been made in full) relating to this Agreement and the Consulting Engineer shall assist any new Consulting Engineer in an orderly transition.

11.6 Indemnity

The Owners shall, on a joint and several basis, except in the case of dishonesty and negligence on the part of the Consulting Engineer, indemnify and save harmless the Consulting Engineer from and against any and all losses, claims, damages, costs, expenses and liabilities whatsoever arising out of damage or injury to any person or persons or property in any way connected with the Owners' Property, or as a result of any act done, or failure to do any act in carrying out the Consulting Engineer's duties provided for in this Agreement or in following the terms and conditions of this Agreement or any specific instruction or instructions given pursuant to this Agreement or in any other way dealing with this Agreement. If the Consulting Engineer shall, without fault on its part, be made a party to any litigation commenced by or against any Owner, then the Owners shall, on a joint and several basis, protect, indemnify and hold the Consulting Engineer harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Consulting Engineer in connection with such litigation each according to their Proportionate Share. The Owners shall, on a joint and several basis, pay all costs, expenses and legal fees (on a solicitor and his client basis) that may be incurred or paid by the Consulting Engineer in enforcing the terms, covenants and conditions in this Agreement.

11.7 Conflict

The Owners agree that the Consulting Engineer may act for an Owner with respect to the development of such Owner's Property. However, in the event that a conflict arises, unless both sides agree, the Consulting Engineer will not act for either side and will make available to both sides any and all information pertaining to the matter in issue. The Owners may appoint a new Consulting Engineer to deal with only that issue.

ARTICLE 12 NOTICE

12.1 Notice

Every notice, consent, request, instruction, approval and other communication provided for or permitted by this Agreement and all legal processes in regard hereto shall be validly given, made served, if in writing and delivered, or sent by facsimile, subject as well to compliance with Section 13.14, to the party to whom it is to be given at:

- (a) in the case of a communication to Masse

6655 Miranda Court
LaSalle, Ontario
N93 3G7

with a copy to

Fazio Giorgi LLP
333 Wyandotte Street East
Windsor, ON
N9A 3H7

Attention: Joseph C. Giorgi

Telecopier Number: 519.971.9051
E-mail: jgiorgi@faziogiorgi.com

(b) in the case of a communication to Royal Timbers:

BDO Canada Limited
100-633 Colborne Street
London ON
N6B 2V3

Attention: Stephen Cherniak

Telecopier Number: 519.439.4351

With a copy (for information purposes only) to:

Miller Thomson LLP
Accelerator Building
295 Hagey Blvd., Suite 300
Waterloo, ON
N2L 6R5

Attention: Andrew Roth

Telecopier Number: 519.743.2540

or to such other address in the Province of Ontario as any party hereto may, from time to time, designate in writing delivered in a like manner. Notice delivered or sent by facsimile, shall be deemed delivered on the date of such delivery or transmission if such day is a Business Day and if delivered or transmitted and received prior to 5:00 p.m. on such Business Day, failing which such notice shall be deemed to be delivered on the next Business Day following the date of delivery or transmission. For greater certainty, the parties acknowledge and agree that when an Owner transfers its interest in its Property to a new Owner, such new Owner shall notify the Mutual Services Committee of its address for notice purposes pursuant to this Agreement. This provision shall apply to each subsequent new Owner.

ARTICLE 13 GENERAL PROVISIONS

13.1 Severability

If any term, covenant or condition of this Agreement to any extent is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant and condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

13.2 Amendments

The parties acknowledge and agree that this Agreement shall not be amended except by way of written agreement executed by each Owner.

13.3 Statutory References

Except as otherwise provided in this Agreement, references to any statute herein shall be deemed to be a reference to such statute and any and all regulations from time to time promulgated thereunder and to such statute and regulations as amended or re-enacted from time to time. Any reference herein to a specific section, paragraph and/or clause of any statute or regulations promulgated thereunder shall be deemed to include a reference to any corresponding provision of future law.

13.4 Business Day

In the event that any date specified or any date contemplated in this Agreement shall fall upon a day other than a Business Day, then such date shall be deemed to be the next following Business Day.

13.5 Termination

This Agreement shall not be terminated without the written approval of all parties.

13.6 Headings

The headings for each subsection and section of this Agreement are for convenience of reference only and in no way define, limit or describe the scope, construction, interpretation or intent of this Agreement or in any way affect this Agreement.

13.7 Invalidity

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

13.8 Entire Agreement

This Agreement shall be the entire agreement between the parties and their respective heirs, executors, personal legal representatives, successors, assigns and successors in title pertaining to the Mutual Services.

13.9 Waiver

No restriction, condition, obligation or provision contained in this Agreement shall be deemed to have been waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

13.10 Counterparts

This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original.

13.11 Planning Act

The parties hereby acknowledge and agree that any sale, transfer, mortgage, lease or other conveyance of any interest in any Property shall be subject to the provisions of the *Planning Act* (Ontario) and shall not be valid unless the provisions of the *Planning Act* (Ontario) are complied with.

13.12 Governing Law

This Agreement shall be subject to and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

13.13 Further Assurances

Each of the parties hereto, and their heirs, executors, legal personal representatives, successors, assigns and successors in title, shall at all times and from time to time hereafter and on reasonable written notice from the Mutual Services Committee perform all further acts and execute all further documents and assurances as may be required from time to time for the purpose of effectively carrying out the true intent and meaning of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement

) BDO Canada Limited, solely in its capacity
) as Court-appointed Receiver of Royal
) Timbers Inc., and not in its personal
) capacity

) 

) _____
) David Flett, Vice President

) I have the authority to bind the corporation

) 2248144 ONTARIO LIMITED

 Louie Masse, President

I have the authority to bind the corporation

) 838605 Ontario Inc.

) Per: _____

) Name:

) Title:

) I have the authority to bind the
) corporation

) Banwell Gardens Care Centre Facility Inc.

) Per: _____

) Name:

) Title:

) I have the authority to bind the
) corporation

) BDO Canada Limited, solely in its capacity
) as Court-appointed Receiver of Royal
) Timbers Inc., and not in its personal
) capacity

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)

 David Flett, Vice President

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)

) 2248144 ONTARIO LIMITED


 Louis Masse, President

I have the authority to bind the corporation

) 838605 Ontario Inc.
)

)

) Per: _____

) Name:

) Title:

) I have the authority to bind the
) corporation

) Banwell Gardens Care Centre Facility Inc.
)

)

) Per: _____

) Name:

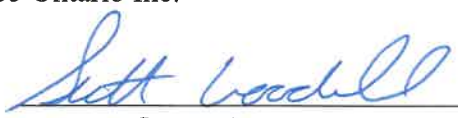
) Title:

) I have the authority to bind the
) corporation

) BDO Canada Limited, solely in its capacity
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) Timbers Inc., and not in its personal
) capacity

) _____
) David Flett, Vice President
) I have the authority to bind the corporation
)
) 2248144 ONTARIO LIMITED

 Louie Masse, President
 I have the authority to bind the corporation

) 838605 Ontario Inc.
)
)
) Per: 
) _____
) Name: Scott M. Woodall
) Title: President
) I have the authority to bind the
) corporation

) Banwell Gardens Care Centre Facility Inc.
)
)
) Per: _____
) Name:
) Title: .
) I have the authority to bind the
) corporation

) BDO Canada Limited, solely in its capacity
) as Court-appointed Receiver of Royal
) Timbers Inc., and not in its personal
) capacity

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) David Flett, Vice President

) I have the authority to bind the corporation

)
)
) 2248144 ONTARIO LIMITED

) Louie Masse, President

) I have the authority to bind the corporation

) 838605 Ontario Inc.

)
)
) Per: _____

) Name: _____

) Title: _____

) I have the authority to bind the
) corporation

) Banwell Gardens Care Centre Facility Inc.

)
)
) Per:  _____

) Name: Ben Friedman

) Title: ASO

) I have the authority to bind the
) corporation

SCHEDULE "B"
LEGAL DESCRIPTION OF THE COMMERCIAL LANDS

Parcel 5	Parts 5, 16, 32, 37, 38, 41 & 42 on 12R-27789 being Part of PIN: 01566-0979 (LT)
Parcel 6	Parts 6, 17 & 33 on 12R-27789 being Part of PIN: 01566-0979 (LT)
Parcel 7	Parts 7, 18, 19, 25, 34 & 35 on 12R-27789 being Part of PIN: 01566-0979 (LT)
Parcel 8	Parts 8, 20 & 36 on 12R-27789 being Part of PIN: 01566-0979 (LT)
Parcel 9	Parts 9 & 21 on 12R-27789 being Part of PIN: 01566-0979 (LT)
Parcel 10	Parts 10, 22 & 23 on 12R-27789 being Part of PIN: 01566-0979 (LT)
	Part 27 on 12R22842 being All of PIN: 01566-0689 (LT)

SCHEDULE "Schedule C"**SHARED SERVICES COST-SHARING SCHEDULE**

"**Consulting Engineer**" means such duly qualified engineer or firm licensed in Ontario engaged by the Owners of the Parcels (herein "**Owners**") for the purposes described in a Mutual Services Agreement governing the sharing of costs respecting certain mutual services as may be registered on title and amended from time to time.

Substantial Completion in this Schedule means substantial completion of those buildings, structures and site improvements to the Parcel contemplated by the applicable site plan agreement. It may be confirmed by the Consulting Engineer where there is any dispute in that regard but shall be generally evidenced by the concept as it is applied under the *Construction Lien Act*, RSO 1990 as amended and replaced from time to time (acknowledging that buildings built for tenants need only be substantially complete with regards to the customary landlord work required to allow a prospective tenant of the unit to commence fixturing of the unit for the tenant's intended use). Where none of the Parcels that are cost-sharing any particular item have achieved Substantial Completion then all of such Parcels shall be deemed to have achieved Substantial Completion for the purpose of the shared cost that has been incurred.

Unless otherwise indicated below the Proportionate Share allocated to each Owner for snow removal, litter control, maintenance of lighting and other repair and maintenance costs associated with the surface improvements to the parking areas and Access Road such as, without limitation, lawn maintenance, asphalt and curbing, shall be cost-shared by all Parcels based on the percentage that the acreage of each such Parcel that has achieved Substantial Completion bears to the combined total acreage of all such Parcel that have achieved Substantial Completion. Such apportionment shall be in accordance with the table attached hereto.

The cost of any infrastructure which is not shared and services only one of the Parcels shall be apportioned 100 per cent to the Owner of that Parcel.

The cost of any subsurface infrastructure or any capital or maintenance costs relating thereto, which services more than one Parcel shall be cost- shared by such Parcel based on the percentage that the acreage of each such Parcel that has achieved Substantial Completion bears to the combined total acreage of all such Parcels that have achieved Substantial Completion.

The cost of any Mutual Costs for services lying within the limits of any Parcel that has not achieved Substantial Completion shall be apportioned to the Owner of such Parcel provided the Mutual Costs to said services is not necessitated by damage which is the result of the negligence, act or omission of one or more another Owner or Owners,

It is agreed that Banwell Gardens has elected to exclude itself from the cost sharing of surface improvements to any areas designated for parking from time to time, and shall maintain and repair at its sole cost and expense those surface improvements on that part of such parking areas located within the Banwell Gardens Lands. As a result of such election by Banwell Gardens, Masse and Alexander Daycare have elected to exercise the same option to exclude themselves from the cost sharing of surface improvements to any areas designated for parking on the Commercial Lands and shall maintain and repair at their sole cost and expense those surface

improvements on any areas designated for parking within the Masse and Alexander Daycare Lands.

Schedule "C"					
Banwell Road Commercial Lands					
Part of Lots 143 & 144					
Concession 1					
City of Windsor					
Plan 12R-27789					
Name	Description	Area			Proportionate Share
		m2	Sq. ft.	Acres	
Parcel 1	Parts 1, 11, 12, 26 & 27	3,603	38,782	0.89	9.85%
Parcel 2	Parts 2, 13 & 28	3,654	39,331	0.90	9.99%
Parcel 3	Parts 3, 14 & 29	3,661	39,407	0.90	10.01%
Parcel 4	Parts 4, 15 & 30	3,581	38,546	0.88	9.79%
Driveway	Parts 37, 38, 41 & 42	1,550	16,684	0.38	-
Parcel 5	Parts 5, 16 & 32	3,856	41,506	0.95	10.55%
Parcel 6	Parts 6, 17 & 33	3,808	40,989	0.94	10.41%
Parcel 7	Parts 7, 18, 19, 25, 34 & 35	3,989	42,937	0.99	10.91%
Parcel 8	Parts 8, 20 & 36	4,039	43,475	1.00	11.05%
Parcel 9	Parts 9 & 21	3,278	35,284	0.81	8.97%
Parcel 10	Parts 10, 22 & 23	3,097	33,336	0.77	8.47%
Totals		38,116	410,277	9.42	100.00%

**SCHEDULE "D"
ASSUMPTION AGREEMENT**

AMONG:

(the "Transferor")

OF THE FIRST PART

(the Transferee")

OF THE SECOND PART

(the ")

OF THE THIRD PART

(the “”)

OF THE FOURTH PART

RECITALS

- A. The Transferor has agreed to sell, transfer and convey to the Transferee all of its right, title and interest in the properly described in Schedule "A" attached hereto (the "Property") and the Transferee has agreed to acquire all of the right, title and interest of the Transferor in the Property
- B. The Transferor and Transferee acknowledge that title to the Property is subject to an Agreement registered on _____, 2019 as Instrument No. CE _____ (the "Mutual Services Agreement").
- C. Pursuant to Section 4.1 of the Mutual Services Agreement, the Transferor has agreed that any sale, transfer or other conveyance of any interest in the Property is conditional on the Transferee entering into this Agreement.
- D. The Transferee has reviewed the Mutual Services Agreement and all amendments thereto, if any, and has agreed to comply with and be bound by all of the terms and provisions of the Mutual Services Agreement.
- C. The Transferee has agreed to register notice of this Assumption Agreement against title to the Property in accordance with section 4.1 of the Mutual Services Agreement.
- F, The parties wish to enter into this Agreement to confirm their mutual understanding with respect to the foregoing

NOW, THEREFORE, IN CONSIDERATION OF the sum of \$1.00 and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the parties hereto agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Recitals

The parties hereby acknowledge and agree that the recitals set out above are true and correct.

1.2 Definitions

In this Agreement, all capitalized terms shall have the meanings assigned thereto in the Mutual Services Agreement unless otherwise defined herein or unless the context otherwise requires.

1.3 Gender

The use of the masculine gender in this Agreement shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to including the plural, wherever the context so requires.

**ARTICLE 2
TRANSFEROR'S ACKNOWLEDGMENTS,
AGREEMENTS AND COVENANTS**

2.1 No Default

The Transferor represents and warrants that it is not in default of its obligations under the Mutual Services Agreement.

2.2 Conditional Release

Upon execution of this Assumption Agreement and delivery of a fully signed copy to the Consulting Engineer, the Transferor shall be released from its obligations pursuant to the Mutual Services Agreement and shall have no further liability with respect to the payment of its Proportionate Share of Mutual Costs and with respect to all other covenants, conditions and agreements on the part of the Transferor to be observed and performed pursuant to the Mutual Services Agreement. However, notwithstanding the foregoing, in the event that the Transferor is in default of its monetary obligations under the Mutual Services Agreement at the time of completing the transaction of purchase and sale with the Transferee, the Transferor shall not be released from its obligations pursuant to the Mutual Services Agreement until its default has been remedied to the complete satisfaction of the other Owners.

**ARTICLE 3
TRANSFEEE'S ACKNOWLEDGMENTS,
AGREEMENTS AND COVENANTS**

3.1 Acknowledgment of Receipt

The Transferee acknowledges that the Mutual Services Agreement, and all amendments thereto, is registered in the Land Titles Office and, as a result thereof, the Transferee shall be deemed to have received a copy of and reviewed same.

3.2 Acknowledgment re Transfer

The Transferee acknowledges that, by a separate transfer/deed of land to be registered as the instrument, the Transferee shall acquire all of the Transferors right, title and interest in the Property and the Mutual Services.

3.3 Assumption and Compliance

The Transferee covenants and agrees to assume, be bound by and comply with all of the covenants and agreements on the part of the Transferor to be observed and performed pursuant to the Mutual Services Agreement and all amendments thereto. The Transferee acknowledges and agrees that the execution of this Agreement shall be deemed to be and shall constitute execution of the Mutual Services Agreement and all amendments thereto as if the Transferee was an original party to such agreement and the amendments. Without limiting the generality of the foregoing, the Transferee acknowledges, agrees and covenants as follows:

- (a) The Transferee acknowledges that the Mutual Services shall be constructed, installed, operated, maintained, repaired, improved, altered, replaced and administered in accordance with the terms of the Mutual Services Agreement.
- (b) In the event that the Transferee leases any portion of the Property, the Transferee acknowledges and agrees that it shall not be relieved of any of its obligations pursuant to the Mutual Services Agreement as a result of the fact that it has leased the Property, or any part thereof
- (c) The Transferee acknowledges and agrees to pay all amounts owing to the other Owner(s) with respect to its Proportionate Share of the Mutual Costs.
- (d) The Transferee covenants and agrees that, prior to executing a charge/mortgage of land relating to the Property, the Transferee shall use its reasonable best efforts to obtain a Mortgagee's Acknowledgment from the mortgagee as contemplated by section 4.2 of the Mutual Services Agreement.
- (e) The Transferee acknowledges and agrees to comply with the provisions of section of the Mutual Services Agreement prior to any sale, transfer, assignment or other conveyance of any interest in the Property.

ARTICLE 4 GENERAL

4.1 Successors and Assigns

This Agreement shall be binding on the successors, assigns and successors in title of each of the parties hereto.

4.2 Registration on Title

The Transferee hereby consents to registration against title to the Property of notice of this Agreement, any amendment to the Mutual Services Agreement and any other Agreement relating to the Mutual Services.

4.3 Further Assurances

Each of the parties hereto, on behalf of themselves and their heirs, executors, legal personal representatives, successors and assigns, hereby agree to perform all further acts and execute all further documents and assurances as may be required from time to time for the purpose of effectively carrying out the true intent and meaning of this Agreement, the Mutual Services Agreement and any amendments thereto.

4.4 Acknowledgment by the Owners

By execution of this Agreement, the members of the Mutual Services Committee who were not appointed by the Transferor acknowledge that the Transferor has complied with and is in good standing with respect to its obligations pursuant to the Mutual Services Agreement.

4.5 General

The Provisions of Article 13 of the Mutual Services Agreement are hereby incorporated by reference herein and shall be applied to the interpretation of this Agreement, *mutatis mutandis*.

Dated as of the _____ day of _____, 20__

TRANSFEROR

Per: _____

Name:

Title:

I/We have authority to bind the Corporation

TRANSFEEE

Per: _____

Name:

Title:

*I/We have authority to bind the
Corporation*

Per: _____

Name:

Title:

Per: _____

Name:

Title:

NOTE: Attach the Schedule "A" to the Assumption Agreement, being the legal description of the Property.

**SCHEDULE "E"
MORTGAGEE'S ACKNOWLEDGEMENT**

Name of Mortgagor:

Name of Mortgagee:

The Mortgagee hereby acknowledges and agrees that title to the Property is subject to a Mutual Services Agreement, a copy of which was registered against title to the Property on _____ 2019 as Instrument No. CE●.

In the event that the Mortgagor goes into default with respect to the Charge/Mortgage of Land in favour of the Mortgagee and the Mortgagee exercises any of its rights or remedies against the Property by taking possession of the Property or foreclosure, the Mortgagee agrees to be bound by and comply with the terms and provisions of the Mutual Services Agreement and all amendments thereto so long as it is in possession of the Property. In particular and without limiting the generality of the foregoing, the Mortgagee agrees, in the case of a sale of the Property by the Mortgagee exercising its remedies, that the Mortgagee shall cause such purchaser to enter into an Assumption Agreement and comply with the provisions of Section 4.1 of the Mutual Services Agreement as a condition of completing the transaction of purchase and sale relating to the Property.

The Mortgagee hereby acknowledges that, pursuant to section 4.2 of the Mutual Services Agreement, provided that a fully executed copy of this acknowledgement is delivered to the Mutual Services Committee, the Mutual Services Committee has agreed to provide notice to the Mortgagee in the event that the Mortgagor named above defaults pursuant to any provision of the Mutual Services Agreement and the Mortgagee shall have the right to remedy such default. In addition, provided that the Mortgagee has provided to the Mutual Services Committee a fully executed copy of this acknowledgement, the Mortgagee shall have the right to use the Mutual Services, as such rights are granted and expressed in the Mutual Services Agreement, in the event that the Mortgagee takes possession and/or forecloses with respect to the Property.

Dated as of the _____ day of 20____

MORTGAGEE

Per: _____

Name:

Title:

I/WE have the authority to bind the corporation

SCHEDULE "F"
ACCESS ROAD

The Access Road shall be those parts designated as Parts 16-23, 37-38, 41 & 42 on 12R-27789, and Parts 25 & 26 on 12R-22842, as shown highlighted in red on the plan attached hereto.

PARTS SCHEDULE					PARTS SCHEDULE					PARTS SCHEDULE					PARTS SCHEDULE					PARTS SCHEDULE											
PART	LOT	CON/PLAN	P.I.N.	AREA m ²	PART	LOT	CON/PLAN	P.I.N.	AREA m ²	PART	LOT	CON/PLAN	P.I.N.	AREA m ²	PART	LOT	CON/PLAN	P.I.N.	AREA m ²	PART	LOT	CON/PLAN	P.I.N.	AREA m ²	PART	LOT	CON/PLAN	P.I.N.	AREA m ²		
1				2742.0	9				2971.8	17				340.7	25	PART OF LOTS 143 & 144				179.4	33										138.6
2				3189.8	10	PART OF LOTS 143 & 144			2739.4	18				338.2	26					10.6	34									137.3	
3				3197.3	11				441.0	19				18.3	27					80.7	35									7.2	
4				3138.7	12				329.1	20				359.4	28					134.2	36									146.5	
5	PART OF LOTS 143 & 144	CONCESSION 1	PART OF 01566-0979	3380.9	13				330.0	21				306.3	29					134.2	37	PART OF LOT 144	CONCESSION 1	PART OF 01566-0979	700.0					700.0	
6				3329.2	14	PART OF LOT 143			330.0	22				290.1	30					117.9	38								700.4		
7				3309.4	15				324.1	23				68.1	31					88.5	39								67.5		
8				3533.2	16				347.0	24	PART OF LOTS 143 & 144			454.7	32					128.2	40								32.7		
																					41	PART OF LOT 143	CONCESSION 1						75.0		
																					42								75.0		

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

DATE MAY 14, 2019

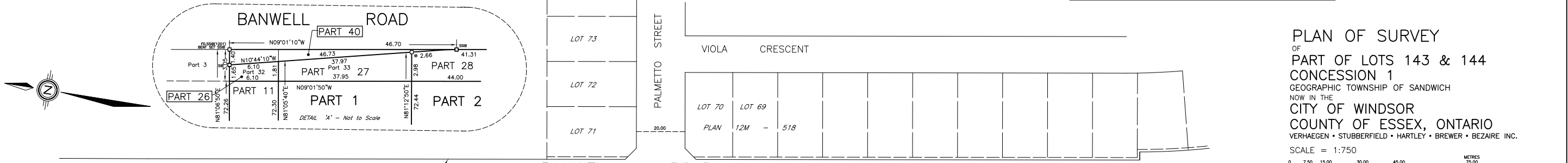
ROY A. SIMONE
ONTARIO LAND SURVEYOR

REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF ESSEX (12)

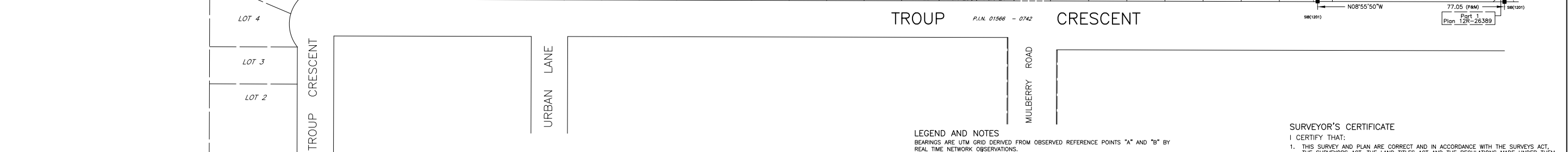
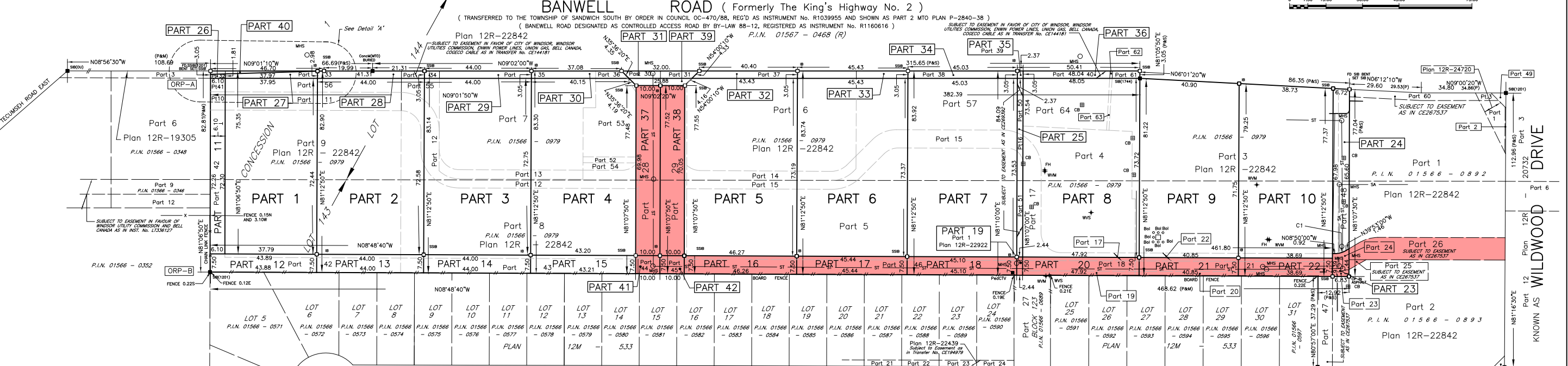
PLAN 12R-27789
RECEIVED 2019 DEPOSITED

DATE MAY 14, 2019

THIS PLAN COMPRISES ALL OF P.I.N. 01566-0979
PARTS 26 TO 36 (inclusive) & 40 SUBJECT TO EASEMENT AS IN CE144181.
PARTS 19, 25 & 35 SUBJECT TO EASEMENT AS IN CE269392.



PLAN OF SURVEY
OF
PART OF LOTS 143 & 144
CONCESSION 1
GEOGRAPHIC TOWNSHIP OF SANDWICH
NOW IN THE
CITY OF WINDSOR
COUNTY OF ESSEX, ONTARIO
VERHAEGEN • STUBBERFIELD • HARTLEY • BREWER • BEZAIRE INC.
SCALE = 1:750



INTEGRATION DATA

COORDINATES ARE DERIVED FROM GRID OBSERVATIONS USING THE CAN-NET NETWORK SERVICE AND ARE REFERRED TO UTM ZONE 17 (81° WEST LONGITUDE) NAD83 (CSRS) (2010.0).
COORDINATE VALUES ARE TO AN URBAN ACCURACY IN ACCORDANCE WITH SECTION 14(2) O. REG 216/10

POINT ID	NORTHING	EASTING
ORP-A	N4686041.209	E343353.350
ORP-B	N4686028.420	E343271.544

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

CURVE SCHEDULE

CURVE	RADIUS	ARC	CHORD	CHORD BEARING
C1	9.00	4.88	4.82	N24°21'30"W

LEGEND AND NOTES

BEARINGS ARE UTM GRID DERIVED FROM OBSERVED REFERENCE POINTS "A" AND "B" BY REAL TIME NETWORK OBSERVATIONS.

DISTANCES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99987875

ALL MONUMENTS SHOWN THUSLY □ ARE IRON BARS (IB) UNLESS OTHERWISE NOTED.
SIB DENOTES 25mm X 25mm X 1.22m STANDARD IRON BAR
SSB DENOTES 25mm X 25mm X 0.61m SHORT STANDARD IRON BAR
IB DENOTES 16mm X 16mm X 0.61m IRON BAR
IB # DENOTES 19mm diameter X 0.61m ROUND IRON BAR
CC DENOTES CUT-CROSS
CP DENOTES 5mm X 50mm STEEL PIN
DENOTES SURVEY MONUMENT FOUND
□ DENOTES SURVEY MONUMENT SET AND MARKED 1744
WIT. DENOTES WITNESS J. DENOTES PERPENDICULAR
(S) DENOTES SET (W) DENOTES MEASURED (D) DENOTES DEED
ORP DENOTES OBSERVED REFERENCE POINT
SSIB'S SHOWN ON THIS PLAN HAVE BEEN SET IN LIEU OF SIB'S WHERE THE POSSIBILITY THAT UNDERGROUND UTILITIES EXIST.

(S/P) DENOTES SET PROPORTIONALLY (W) DENOTES ORIGIN UNKNOWN
(P) DENOTES PLAN 12R-22842 (P1) DENOTES PLAN 12R-19305
(N) DENOTES FIELD NOTES PER 1744, Dated Jan. 18, 2011, Work Order 4-25606
(N1) DENOTES FIELD NOTES PER 1744, Dated Oct. 17, 2008, Work Order 4-24854
(1744) DENOTES VERHAEGEN STUBBERFIELD HARTLEY BREWER BEZAIRE INC., O.L.S.
(1194) DENOTES JOHN B. SMEETON INC., O.L.S.
(1201) DENOTES CLARKE SURVEYORS INC., O.L.S.
(MFO) DENOTES MINISTRY OF TRANSPORTATION, ONTARIO

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THIS SURVEY WAS COMPLETED ON THE 27th DAY OF SEPTEMBER, 2018

DATE APRIL 29, 2019

ROY A. SIMONE
ONTARIO LAND SURVEYOR
FOR VERHAEGEN • STUBBERFIELD • HARTLEY
BREWER • BEZAIRE INC.

WINDSOR 944 Ottawa Street N8X 2E1 Ph: (519)258-1772 Fax: (519)258-1771

VERHAEGEN STUBBERFIELD HARTLEY BREWER BEZAIRE INC.

LEAMINGTON 187 Talbot Street East N8B 1L8 Ph: (519)322-2375 Fax: (519)322-2876

ONTARIO LAND SURVEYORS www.vshbssurveys.com

DRAWN BY: NMG CHECKED BY: RAS CAD Date: May 28, 2019 11:19 AM CAD File: 42863900BBOUCOLOUR.dwg WORK ORDER: 4-28639 FILE NO.: E-WIND-1-143 PLAN FILE NO.: C-4475

"METRIC" DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

SCHEDULE C

A blue square box with a rounded corner containing the handwritten initials "SC" in black ink. Above the box is the text "DS".

SCHEDULE C

A blue square box with a rounded corner containing a handwritten signature in black ink. Above the box is the text "DS".

THIS SCHEDULE forms part of an Agreement of Purchase and Sale between 2186234 ONTARIO LIMITED WITH RIGHTS TO ASSIGN as purchaser (the "**Purchaser**") and BDO Canada Limited, solely in its capacity as Court-appointed receiver of the property, assets and undertakings of Royal Timbers Inc. ("**Royal Timbers**"), and without personal liability, as vendor (the "**Vendor**").

Authority for Sale

- 1 Subject to what follows, it is understood and agreed that the Vendor is selling the real property described in the attached pre-printed form, and attached **Schedule "A"** (the "**Lands**") pursuant to an Order of the Superior Court of Justice (Ontario) dated June 5, 2013 (the "**Appointment Order**") by which the Vendor was appointed as receiver of the property, assets and undertakings of Royal Timbers. The Purchaser acknowledges that the Vendor is acting strictly in its capacity as Court-appointed Receiver and no other personal or corporate capacity.

The Appointment Order entitles the Vendor to sell all or any part of the property and assets of Royal Timbers subject to the approval of the Court in certain circumstances. It is understood by the parties that the Receiver requires Court approval to sell the Lands, pursuant to the Appointment Order.

Acceptance of Interest and "As is, Where is"

- 2 Notwithstanding any other term of this Agreement, the Purchaser shall purchase all of Royal Timbers' beneficial and legal, right, title and interest, if any, in and to the Lands as it exists at the present time without representation, warranty or condition with respect to the fitness, condition, zoning or lawful use of the Lands or any portion thereof. The Purchaser acknowledges that the Lands are being purchased on an "as is, where is" basis and that the Purchaser has inspected the Lands and will accept same in its present state and condition. The Purchaser acknowledges and agrees that the Vendor has not made and will not be asked to make any representation or warranty and further acknowledges that there are no conditions or warranties, whether express or implied, statutory or non-statutory, affecting or in any way relating to the Lands or any portion thereof relating to any matter whatsoever, including the title, encumbrances, the state of repair, degree of maintenance, description, quality, fitness for any present or intended purpose or use, physical condition, compliance or non-compliance with environmental rules, regulations or legislative provisions, zoning, location or any other matter whatsoever. The Purchaser acknowledges that the Purchaser has relied entirely upon the Purchaser's own inspections and investigations with respect to all such issues and with respect to proceeding with the transactions contemplated in this Agreement. The implied covenants set forth in the *Land Registration Reform Act* otherwise operating in favour of the Purchaser are hereby expressly excluded.

The description of the Lands is believed to be materially correct but if any statement, error or omission shall be found in the particulars thereof, including the acreage or square footage of the Lands, same shall not entitle the Purchaser to be relieved of any obligation hereunder nor shall any compensation be allowed to either the Vendor or the Purchaser in respect thereof.

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Environmental Condition

- 3 The Vendor has no knowledge and makes no representations or warranties, whatsoever, as to the existence or non-existence of urea formaldehyde insulation, asbestos, PCB's, radium, radon or radon daughters, or any other substances, liquids or materials, whether hazardous or toxic or not, which are or which may constitute on their own or together in combination with any other substance contaminants or pollutants of any environment, including the natural environment. The Vendor specifically makes no representation regarding the compliance of the Lands with any environmental law or regulation, whether federal, provincial or municipal or with respect to any rule, regulation, covenant or agreement whether statutory or non-statutory.

Permitted Encumbrances

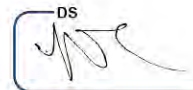
- 4 Without limiting any other provisions of this Agreement, the Purchaser acknowledges that the Lands may be subject to the following, all of which the Purchaser agrees to accept and take title subject to and to complete the transaction contemplated by this Agreement without adjustments notwithstanding the existence of any of the following, and further agrees that the following shall not be vested out by the Approval and Vesting Order, as defined below, and further confirms that the Vendor shall not be obligated to take any actions in respect thereof:
- (a) the reservations, limitations, provisions and conditions expressed in the original Agreement from the Crown and all statutory exceptions to title;
 - (b) any registered restrictions or covenants that run with the Lands provided the same have been complied with in all material respects;
 - (c) any easements, rights of way, or right of re-entry in favour of a developer, not materially or adversely impairing the present use of the Lands;
 - (d) any agreements with municipal, utilities or public authorities provided the same have been complied with in all material respects;
 - (e) any minor encroachments which might be revealed by an up to date survey of the Lands;
 - (f) Instrument No. D37712178 – Application for First Registration;
 - (g) Instrument No. LT336126 – Bylaw;
 - (h) Instrument No. CE144181 – Transfer Easement;
 - (i) Instrument No. CE185377 – Application for Absolute Title;
 - (j) Instrument No. CE191966 – Notice – Subdivision Agreement;
 - (k) Instrument No. 12R22842 –Reference Plan ;

- 3 -

- (l) Instrument No. 12R22922 –Reference Plan;
- (m) Instrument No. CE267537 – Transfer Easement;
- (n) Instrument No. CE269223 – Transfer;
- (o) Instrument No. CE269224 – Transfer;
- (p) Instrument No. CE269225 – Transfer;
- (q) Instrument No. CE269226 – Transfer;
- (r) Instrument No. CE269227 – Transfer;
- (s) Instrument No. CE269228 – Transfer;
- (t) Instrument No. CE269392 – Transfer Easement;
- (u) Instrument No. CE277655 – Application Consolidate
- (v) Instrument No. CE287636 – Transfer;
- (w) Instrument No. CE447653 – Notice – Shared Parking Agreement;
- (x) Instrument No. CE447656 – Notice – Mutual Services Agreement;
- (y) Instrument No. CE449307 – LR’s Order;
- (z) Instrument No. CE828900 – Application to Consolidate;
- (aa) Instrument No. CE882405 – Transfer, Release and Abandonment;
- (bb) Instrument No. CE883362 – Transfer, Release and Abandonment;
- (cc) Instrument No. 12R27789 –Reference Plan;
- (dd) Notice – (new) Shared Parking Agreement (attached as **Schedule “D”** to this Agreement); and
- (ee) Notice – (new) Mutual Services Agreement (attached as **Schedule “E”** to this Agreement.

Closing Documents

- 5 The Vendor agrees to provide to the Purchaser on closing, and the Purchaser acknowledges that it shall only have the right to require:
- (a) the Approval and Vesting Order, as defined below;
 - (b) the Receiver’s Certificates, as contemplated by the Approval and Vesting Order;

A blue DocuSign signature box containing the handwritten initials "SC".A blue DocuSign signature box containing a handwritten signature.

- (c) a Statement of Adjustments; and
- (d) an undertaking to readjust the statement of adjustments.

The Purchaser agrees to provide on closing, in addition to payment of the balance of the Purchase Price, an indemnity consistent with Section 14 hereof, a bring-down certificate consistent with Section 8, an undertaking to readjust the statement of adjustments and such other undertakings, certificates, releases, agreements and documents as the Vendor's Solicitors and the Purchaser's Solicitors, both acting reasonably, determine are necessary or required to complete the transactions contemplated herein.

On closing, the Vendor and Purchaser agree to execute the Assumption Agreement, in the form attached as Schedule "D" to the new Mutual Services Agreement (the "**Assumption Agreement**") which is to be registered on title to the Lands (the "**Mutual Services Agreement**"). The Purchaser agrees that it will register the executed Assumption Agreement on title to the Lands on closing, which registration shall be the next instrument immediately after registration of the Transfer/Deed of the Lands and before the registration of any Charge/Mortgage or any other instrument in respect to the Lands.

Extension of Closing

- 6 In the event any issue is raised with respect to the Agreement which the Vendor determines impairs the ability of the Vendor to complete the Agreement or in the event that an injunction or other Court Order is obtained or sought preventing the Vendor from completing the Agreement which the Vendor is unable or unwilling to remove, unless the parties otherwise agree in writing, the Agreement shall be terminated and any deposit paid shall be returned to the Purchaser without interest or deduction and the Vendor shall not be liable, in any manner whatsoever, for any costs, expenses, loss or damages incurred or suffered by the Purchaser by reason of same or in any way relating to this Agreement.

Covenants of the Vendor

- 7 The Vendor agrees that on or before closing it will apply to the Court for an Order approving the completion of the transaction contemplated by this Agreement and vesting all the right, title and interest of Royal Timbers, if any, in and to the Lands in the Purchaser free and clear of all mortgages, charges, liens, executions, security interests and encumbrances, save and except the Permitted Encumbrances (the "**Approval and Vesting Order**"). The Vendor will diligently pursue such application and will promptly notify the Purchaser of its disposition. The Purchaser shall be satisfied, acting reasonably, with the service list in respect of the Vendor's application for the Approval and Vesting Order. If the Purchaser shall not have indicated its acceptance of, or provided comments in respect of, the Receiver's proposed service list within two (2) business days of the Purchaser's receipt of such list, the Purchaser shall be deemed to have approved such list.

Covenants of the Purchaser

- 8 The Purchaser agrees that, on or before closing, it will cause the following to be done:

A blue ink signature consisting of the letters "SC" inside a blue rectangular box with rounded corners. The letters "DS" are printed in small font above the box.A blue ink signature, possibly "JPC", inside a blue rectangular box with rounded corners. The letters "DS" are printed in small font above the box.

- (a) furnish the Vendor with evidence of the Purchaser's sales tax registration numbers and sales tax exemption certificates, including, without limitation, evidence of the Purchaser's Harmonized Sales Tax registration number under the *Excise Tax Act* (Canada);
- (b) ensure that the representations and warranties of the Purchaser set forth herein are true and correct at the time of closing by delivery of a bring-down certificate on closing;
- (c) execute and register the Assumption Agreement on title to the Lands in accordance with the Mutual Services Agreement; and
- (d) pay the balance of the Purchase Price, subject to adjustment, to the Vendor by way of certified cheque, bank draft or wire transfer.

Purchaser's Building Covenants

- 9 The Purchaser covenants as follows with respect to the development of the Lands, including but not limited to servicing and road construction, as well as any construction on or access to the Lands:
- (a) The Purchaser shall be bound by and comply with, at its own cost, the Subdivision Agreement registered as instrument number CE191966 on January 4, 2006 (the "**Subdivision Agreement**");
 - (b) The Purchaser assumes all obligations of the Vendor and/or the Developer arising from the Subdivision Agreement;
 - (c) The Purchaser agrees to indemnify the Vendor and the Developer for all losses and damages arising from the Purchaser's non-compliance with the Subdivision Agreement.

Representations and Warranties of the Vendor

- 10 The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying thereon in entering into and completing this Agreement:
- (a) the Vendor is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada);
 - (b) the Vendor has not previously sold the Lands or any portion thereof, and subject to Section 16 hereof, will not dispose of or sell the Lands or any portion thereof between the date hereof and the date of closing; and
 - (c) the Vendor has been duly appointed pursuant to an Order of the Superior Court of Justice (Ontario) dated June 5, 2013 (the "**Appointment Order**") as receiver of the property, assets and undertakings of Royal Timbers and has the requisite right, power and authority to enter into this Agreement and, subject to court approval, to complete the transaction contemplated herein.

^{DS}
SC

^{DS}


Representations and Warranties of the Purchaser

- 11 In addition to any other representations and warranties contained in this Agreement, the Purchaser represents and warrants to the Vendor as follows and acknowledges that the Vendor is relying thereon in entering into and completing this Agreement:
- (a) this Agreement and each of the other agreements, documents and instruments to be executed and delivered by the Purchaser on or before closing have been or will be duly executed and delivered by, and when executed and delivered, will constitute the valid and binding obligations of, the Purchaser, enforceable against the Purchaser in accordance with their respective terms;
 - (b) the Purchaser is not a non-resident of Canada for purposes of the *Income Tax Act* (Canada);
 - (c) the Purchaser is registered under the *Excise Tax Act* (Canada) and the *Retail Sales Tax Act* (Ontario);
 - (d) the Purchaser acknowledges that the Vendor is acting strictly in its capacity as Court-appointed Receiver and in no other personal or corporate capacity; and
 - (e) the Purchaser acknowledges that the Vendor requires Court approval to sell the Lands, pursuant to the Appointment Order.

Mutual Conditions for the Benefit of Vendor and the Purchaser

- 12 The following conditions are for the benefit of both the Vendor and Purchaser and neither party will be obligated to complete the transactions contemplated by this Agreement unless such conditions have been satisfied:
- (a) at the time of closing, no order will have been issued by a court of competent jurisdiction which remains in effect, and no action or proceeding will have been instigated which remains pending before any court of competent jurisdiction, to prevent or otherwise adversely affect the purchase and sale of the Lands or any portion thereof pursuant to this Agreement;
 - (b) The Court will have issued the Approval and Vesting Order on notice to a service list satisfactory to the Purchaser and the Vendor, acting reasonably, and such Approval and Vesting Order shall not have been stayed, vacated or varied and no appeal of the Approval and Vesting Order shall have been commenced and be outstanding; and
 - (c) The Appointment Order shall remain in effect and the Vendor shall not have lost its ability to complete the transaction contemplated by this Agreement.

Governmental Approvals

- 13 It shall be the responsibility of the Purchaser, at the Purchaser's own expense, to obtain any and all governmental, regulatory or other approvals necessary to utilize the Lands and every portion thereof. In particular and without limiting the foregoing, the Purchaser shall have full obligation to obtain all necessary approvals, building permits, licences, permits, authority,

permission or other items whether required locally, provincially, federally or otherwise as may be required to use and enjoy the Lands and/or to construct a building thereon and the obtaining of such approvals shall not, in any manner whatsoever, be a precondition to completion of or affect or limit the Purchaser's obligations to complete the within transaction.

Taxes

- 14 The Purchaser shall pay on closing, in addition to the purchase price after the contemplated adjustments, all applicable federal and provincial taxes including any applicable Land Transfer Tax and Harmonized Sales Tax except to the extent that the Purchaser provides on or before closing, where applicable, appropriate exemption certificates and the Purchaser agrees to indemnify and save the Vendor harmless from and against all claims and demands for payment made as a result of the failure by the Purchaser to fulfil the requirements hereof and the Purchaser acknowledges and agrees that such indemnity shall extend to and include any amounts assessed against the Vendor on account of interest and/or penalties. The Purchaser shall be permitted to self-assess for the applicable Harmonized Sales Tax provided the Purchaser complies with Section 221(2) of the *Excise Tax Act* as amended.

Property Taxes

- 15 The Purchaser acknowledges that the Vendor may apply for a reduction in the taxes payable to the municipality with respect to the Lands for the period prior to the Closing Date. The Purchaser agrees that the Vendor shall be entitled to the benefit of any such reduction for the period prior to the Closing Date. The Purchaser agrees that on the closing of this transaction it shall execute such directions, acknowledgements and other documents as may be necessary or desirable to ensure that the benefit of any such reduction for the period prior to the Closing Date is received by the Vendor.

Conditions

- 16 If the obligations of the Purchaser herein are subject to any conditions of any kind whatsoever (other than conditions in Section 12 hereof), until written waiver of all such conditions by the Purchaser is received by the Vendor, the Vendor shall have the right, but not the obligation, to continue to offer the Lands for sale. In the event that the Vendor receives an offer or offers to purchase the Lands which the Vendor wishes to accept then, in that event, the Vendor shall notify the Purchaser of that fact in writing and the Purchaser shall have the right to irrevocably waive, in writing, all conditions contained herein by no later than 4:00 p.m. on the second business day following the date upon which notice is given by the Vendor in the manner specified below. In the event that the Purchaser does not waive any and all conditions in accordance with the provisions hereof and within the time period specified, this Agreement shall terminate, the Deposit shall be refunded, without interest, to the Purchaser and neither party shall have any further or other obligation to the other.

Independent Advice

- 17 The Purchaser acknowledges that the Purchaser has had an opportunity to obtain independent advice including, without limitation, independent real estate, accounting and legal advice, prior to the execution of this agreement of purchase and sale, together with all schedules thereto.

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Receipt of Information

18 The Purchaser acknowledges that no property owner's statement of disclosure will be delivered or requested and that any document supplied to the Purchaser has been or will be delivered without any representation or warranty by or on behalf of the Vendor of any nature or kind with respect to the accuracy, and in any other respect, thereof and without liability.

Notices

19 Any notice relating to this Agreement of Purchase and Sale shall be forwarded as follows:

a) To the Purchaser at:

To be determined

With a copy to (Counsel)

To be determined

b) To the Vendor at:

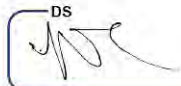
BDO Canada Limited
633 Colborne Street
Suite 100
London, ON N6B 2V3
Attention: Stephen N. Cherniak, CPA, CA, CIRP
Fax: (519) 439 4351
scherniak@bdo.ca

With a copy to:

Miller Thomson LLP
One London Place
255 Queen's Avenue
Suite 2010
London, ON N6A 5R8

Attention: Tony Van Klink
Fax: (519) 858-8511
tvanklink@millerthomson.com

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Any notice shall be deemed given and received when hand delivered or delivered by courier to the address for service provided herein or, where a facsimile number is utilized, when successfully transmitted electronically to that facsimile number provided that if the service is effected on a weekend, statutory holiday or after 5:00 p.m. on any business day, service shall be deemed to have been effected at 9:00 a.m. on the next business day.

General Provisions

- 20 Acceptance of this offer by either party and communication of same by facsimile or electronic transmission in 'pdf' format shall be binding upon each party as if the documents transmitted were originally executed documents.
- 21 Upon termination of this Agreement by reason of default of the Purchaser, the Deposit, together with all interest accrued thereon, shall be paid to the Vendor, forthwith, without any further direction from the Purchaser required, without prejudice to any other right or remedy which the Vendor may have against the Purchaser at law or in equity.
- 22 Except as herein expressly stated no representation, statement, understanding or agreement has been made or exists, either oral or in writing, which in any way affects the terms or the subject matter hereof.
- 23 Time will, in all respects, be of the essence of this Agreement and no extension or variation of this Agreement or any obligation hereunder will operate as a waiver or implied waiver of this provision.
- 24 Where the provisions of this Schedule conflict with anything contained in the pre-printed form to which this Schedule is attached, the parties agree that the provisions of this Schedule shall govern. Otherwise the provisions of this Schedule shall supplement the provisions of the pre-printed form.
- 25 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.
- 26 The Vendor and the Purchaser will each execute and deliver all such further documents and instruments and do all acts and things as the Purchaser or the Vendor may, either before or after closing, reasonably require to carry out effectively the intent and meaning of this Agreement and to consummate the transactions hereby contemplated.
- 27 This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable in Ontario.
- 28 The Vendor is acting solely in its capacity as receiver and manager of Royal Timbers and shall have no personal or corporate liability under or by virtue of this Agreement.
- 29 The covenants and agreements of each of the parties hereto shall not merge on the Closing Date, but shall remain in full force and effect according to their respective terms, until all outstanding obligations of each of the parties hereto have been duly performed or fulfilled in accordance with the provisions of this Agreement.

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[Signature]

IN WITNESS WHEREOF the parties hereto have duly executed this Schedule "C" on this 10th day of September 10, 2019.

DocuSigned by:

Greg Barlow

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Witness

Greg Barlow

Name of Witness

4224 Roseland Drive west, Windsor, Ontario

Address of Witness

DocuSigned by:

W. [Signature]

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Purchaser

BDO Canada Limited, in its capacity as Court-appointed receiver of all of the property, assets and undertakings of Royal Timbers Inc., without personal liability

DocuSigned by:

Per:

Steve Cherniak

138074272F45492...

Stephen N. Cherniak, CPA, CA, CIRP
Senior Vice President

I have the authority to bind BDO Canada Limited

SCHEDULE D

SHARED PARKING AGREEMENT

THIS AGREEMENT made the ____ day of _____, 2021

BETWEEN:

BDO CANADA LIMITED
as Receiver for
ROYAL TIMBERS INC.
(herein referred to as "**Royal Timbers**")

OF THE FIRST PART

- and -

THE OWNERS OF ANY PORTION OF THE
LANDS DESCRIBED HEREIN
(herein referred to as an "**Future Owner**")

OF THE SECOND PART

RECITALS:

WHEREAS Royal Timbers owns that parcel of land located in the City of Windsor which is legally described in Schedule A attached hereto (collectively hereinafter referred to as the "**Lands**");

AND WHEREAS Royal Timbers intends to ensure that each Future Owner has mutual Rights-of-Way in the nature of easements over part of their respective portions of the Lands for access and parking;

AND WHEREAS the parties wish to enter this Agreement to govern the nature of the parking which is to be provided and permitted by each of the parties and future owners of the Lands;

NOW THEREFORE WITNESSETH THAT in consideration of the premises hereinafter recited and other good and valuable consideration, including the payment of ONE DOLLAR (\$1.00) of the lawful money of Canada paid by each party to the other (the receipt of which is hereby acknowledged) and other good and valuable consideration, the parties hereto mutually covenant and agree as follows:

1. **GRANT OF PARKING RIGHTS AND RESTRICTIONS**

The following non-exclusive rights to park vehicles (the "**Parking Rights**") are hereby granted:

- (a) Each of the Owners, its employees, customers, servants, agents, contractors, workers and invitees a non-exclusive right to park vehicles without charge upon those portions of the Lands designated for parking during the Term hereof with said right to run with the Lands. During the Term hereof, upon conveying any part of the Lands ("**Future Owner's Lands**") to a third party transferee ("**Future Owner**"), Royal Timbers grants each Future Owner, its employees, customers, servants, agents, contractors, workers and invitees the non-exclusive right to park vehicles without charge on the Lands and reserves the non-exclusive right over the Future Owner's Lands to park vehicles without charge. The layout of the parking (the "**Parking Area**") on the Lands shall be determined from time to time



by the Future Owners in accordance with any site plan or development agreements between any Future Owner and the City of Windsor.

2. MAINTENANCE COSTS

The parties hereto hereby acknowledge, confirm and agree to share the cost of the maintenance, repair, upkeep, snow removal, litter control, maintenance of lighting and other costs in relation to the Parking Area in accordance with the terms contained in a Mutual Services Agreement between the parties as may be amended from time to time and registered on title to the Lands.

3. INSURANCE AND INDEMNITY

(a) **Insurance.** All Future Owners of the Lands shall maintain, during the term hereof, public and contractual liability insurance in the amount of not less than Five Million (\$5,000,000.00) Dollars for each occurrence with respect to any accident arising from, under or through the use of the Parking Area on the Lands, and shall deliver a copy of such insurance policy to Royal Timbers or any Future Owner of part of the Lands at any time or times upon request thereof. In addition, all said policies of insurance shall be specifically endorsed to cover said owner's agreement to indemnify Royal Timbers and the other Future Owners as set out herein with each of said other owners named in said policies as additional insureds.

(b) **Indemnity.** Royal Timbers and all Future Owners of the Lands shall and hereby do indemnify and hold each other harmless from and against any damages, liability, actions, claims, and expenses in connection with the loss of life, personal injury, and/or damage to property arising from or out of any occurrence in or upon said owners portion of the Lands, or occasioned wholly or in part by any negligence or willful act or omission of such owner or those for whom such owner is responsible at law.

4. REGISTRATION OF AGREEMENT AND EASEMENTS

This agreement shall be registered on title to the Lands and the Benefiting Lands.

5. TERM

The term of the grant of the Parking Rights and restrictions hereunder shall be in perpetuity.

6. SUCCESSORS AND ASSIGNS

This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the parties hereto. The burden of the Parking Rights respecting the Parking Area on any part of the Benefiting Lands shall run with and be appurtenant to and for the benefit of the Lands.

The Parking Rights respecting parking over any part of the Lands shall run with and be appurtenant and for the benefit of the Benefiting Lands and the remainder of the Lands.

7. GOVERNING LAW

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



8. HEADINGS

The headings preceding the text articles and sections hereof have been inserted for convenience and reference only and shall not be construed to affect the meaning, construction or effect of this Agreement.

9. INVALIDITY

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

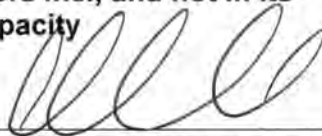
10. BINDING

This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

11. FUTURE ASSURANCES AND CONVEYANCES

Each of the Parties covenants and agrees that they and their respective successors and assigns will sign such further transfers, authorizations to electronically register transfers, applications for planning act consent, agreements, assurances, waivers and documents, and influence, do and perform or cause to be done and performed such further and other acts and things as may be necessary or desirable from time to time in order to give full effect to this Agreement and every part thereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as owners of the parcels of land herein referred to as the Lands described in Schedule "A" and the Benefiting Lands described in Schedule "A" attached hereto and respectively affix their corporate seal in that behalf on the day and date first above written.

) **BDO Canada Limited, solely in its**
) **capacity as Court-appointed Receiver of**
) **Royal Timbers Inc., and not in its**
) **personal capacity**
)
)
) Per: 
) _____
) Name: Stephen Cherniak
) Title: Senior Vice President
) I have the authority to bind the corporation

DocuSigned by:


 (Buyer/Seller/Authorized Signing Officer)

SCHEDULE "A"
LEGAL DESCRIPTION of "LANDS"

PIN	Property Description
01566-1012 (LT)	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 32, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 6 TO 10, 17 TO 23, 25 AND 33 TO 36, PLAN 12R27789 AS IN CE986410; SUBJECT TO AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 6 TO 10, 17 TO 23, 25 AND 33 TO 36, PLAN 12R27789 AS IN CE986410; SUBJECT TO AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 IN FAVOUR OF PARTS 6 TO 10 AND 33 TO 36, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER BLOCK 123, DESIGNATED AS PART 27, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF PARTS 5 AND 32, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PARTS 5 AND 32, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PARTS 5 AND 32, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
01566-1013 (LT)	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 6, 17 AND 33, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 33, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PARTS 6 AND 33, PLAN 12R27789) AS IN CE986410; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 12R27789 IN FAVOUR OF PARTS 5, 7 TO 10, 16, 18 TO 23,</p>



	<p>25, 32, 34 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986411; SUBJECT TO AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 IN FAVOUR OF PARTS 5, 7 TO 10, 16, 18 TO 23, 25, 32, 34 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986411; SUBJECT TO AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 IN FAVOUR OF PARTS 5, 7 TO 10, 32 AND 34 TO 36, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PARTS 6 AND 33, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PARTS 6 AND 33, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
01566-1014 (LT)	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PARTS 34 AND 35, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PARTS 19, 25 AND 35, PLAN 12R27789 AS IN CE269392; SUBJECT TO AN EASEMENT OVER PARTS 18, 19 AND 25, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 (IN FAVOUR OF PARTS 7, 18, 19, 34 AND 35, PLAN 12R27789) AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R278180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF 7, 34 AND 35, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF PARTS 7, 34 AND 35, PLAN 12R27789) AS IN CE986411; SUBJECT TO AN EASEMENT OVER PARTS 18 AND 18, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 8 TO 10, 16, 17, 20 TO 23, 32, 33, 36 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986412; SUBJECT TO AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 8 TO 10, 16, 17, 20 TO 23, 32, 33, 36 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986412; SUBJECT TO AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 8 TO 10, 32, 33 AND 36 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER BLOCK 123, PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20, 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PARTS 7, 34 AND 35, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
01566-1015 (LT)	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 8, 20 AND 36, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 36, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT</p>




	<p>OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R27789 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PARTS 8 AND 36, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF 8 AND 36, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PARTS 8 AND 36, PLAN 12R27789) AS IN CE986412; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 7, 9, 10, 16 TO 19, 21 TO 23, 25, 32 TO 35, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986413; SUBJECT TO AN EASEMENT OVER PARTS 20 AND 36, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 7, 9, 10, 16 TO 19, 21 TO 23, 25, 32 TO 35, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986413; SUBJECT TO AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 7, 9, 10, 32, 33, 34 AND 35, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
01566-1016 (LT)	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 9 AND 21, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 AND 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986413; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 8, 10, 16 TO 20, 22, 23, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986414; SUBJECT TO AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 8, 10, 16 TO 20, 22, 23, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986414; SUBJECT TO AN EASEMENT OVER PART 9, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 8, 10, 16 TO 20, 22, 23, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
01566-1017 (LT)	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 10, 22 AND 23, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 AND 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN</p>

12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PART 47, PLAN 12R22742 (IN FAVOUR OF PARTS 10 AND 22, PLAN 12R27789) AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PART 25, PLAN 12R27789 AS IN CE986405; SUBJECT TO AN EASEMENT OVER PART 23, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986415; SUBJECT TO AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986415; SUBJECT TO AN EASEMENT OVER PART 10, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533 AS IN CE986415; SUBJECT TO AN EASEMENT OVER PART 23, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986407; CITY OF WINDSOR



SCHEDULE E

PARTS SCHEDULE					PARTS SCHEDULE					PARTS SCHEDULE					PARTS SCHEDULE					REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TILES ACT.			
PART	LOT	CON/PLAN	P.L.N.	AREA m ²	PART	LOT	CON/PLAN	P.L.N.	AREA m ²	PART	LOT	CON/PLAN	P.L.N.	AREA m ²	PART	LOT	CON/PLAN	P.L.N.	AREA m ²	DATE	DATE		
1				2742.0	9				2971.8	17				340.7	25	PART OF LOTS 143 & 144				178.4	33	157.3	
2				3189.8	10	PART OF LOTS 143 & 144			2738.4	18				333.2	28					10.6	34	138.6	
3				3197.3	11				441.0	19				18.2	27					80.7	35	7.2	
4	PART OF LOTS 143 & 144	CONCESSION 1	PART OF 01565-0979	3136.7	12				330.1	20				353.4	26	PART OF LOT 144				134.2	36	146.5	
5				3360.3	13	PART OF LOT 143			330.0	21				306.3	29					117.8	38	700.0	
6				3329.2	14	PART OF LOT 143			354.1	22				290.1	30					66.5	39	700.4	
7				3309.4	15				347.0	23				68.1	31					186.2	40	87.3	
8				2653.2	16					24	PART OF LOTS 143 & 144			454.7	32						32.7	41	32.7
																					42	75.0	

PLAN 12R-07189 RECEIVED AND DEPOSITED

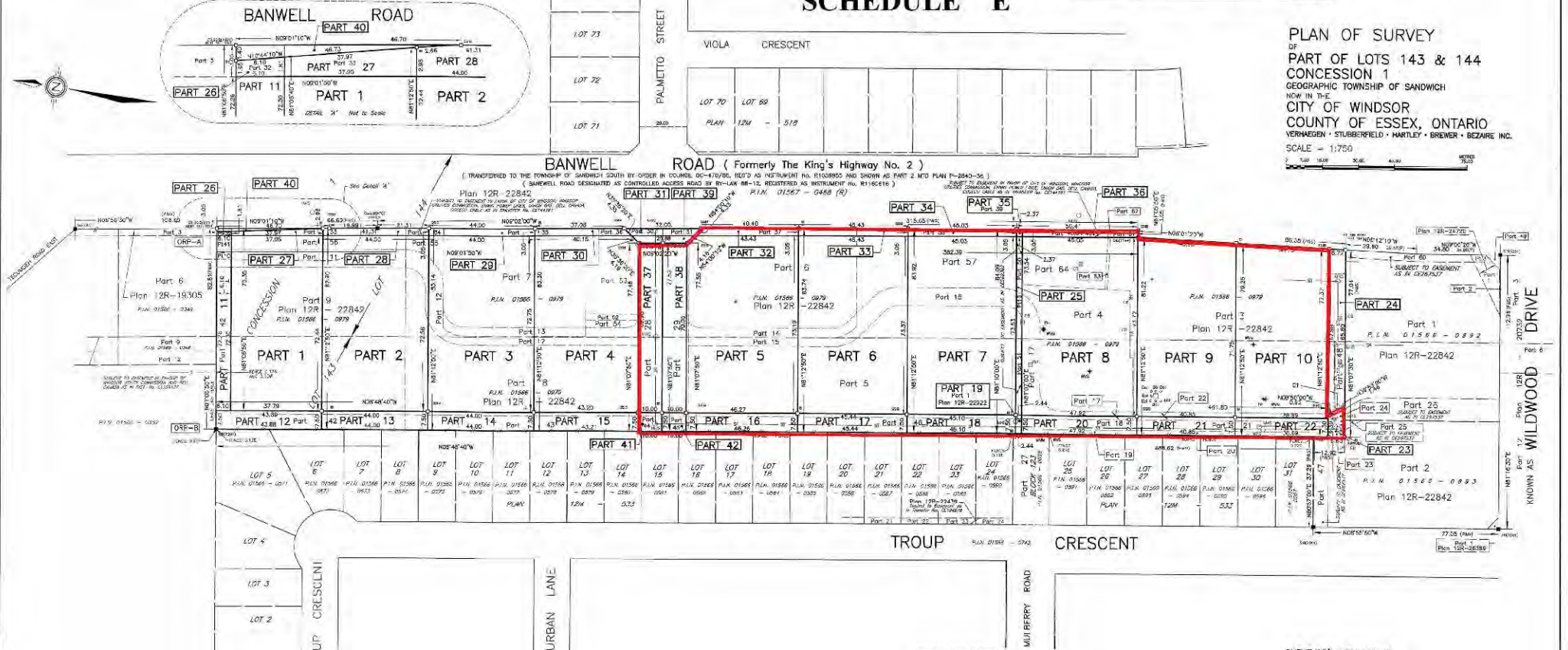
MAY 14, 2015 DATE 2015 MAY 14

Roy Jones
 ONTARIO LAND SURVEYOR
 REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TILES DIVISION OF ESSOX (12)

THIS PLAN COMPRISES ALL OF P.L.N. 01565-0979 (PARTS 26 TO 36 (inclusive)) & 40 SUBJECT TO EASEMENT AS IN 02144181, PARTS 18, 20 & 35 SUBJECT TO EASEMENT AS IN 02160992.

SCHEDULE E

PLAN OF SURVEY
 OF
PART OF LOTS 143 & 144
CONCESSION 1
 GEOGRAPHIC TOWNSHIP OF SANDWICH
 NOW IN THE
CITY OF WINDSOR
 COUNTY OF ESSEX, ONTARIO
 VERHAEGEN • STUBBSFIELD • HARTLEY • BREWER • BEZARE INC.
 SCALE = 1:750



INTEGRATION DATA

COORDINATES ARE DERIVED FROM GNSS OBSERVATIONS USING THE CANADIAN NETWORK SERVICE AND ARE REFERRED TO UTM ZONE 17 (BY WEST LONGITUDE) MAGD (CSRS) (2015).

COORDINATE VALUES ARE TO AN HORIZONTAL ACCURACY IN ACCORDANCE WITH SECTION 14(2) OF THE L.T.A. (2001).

POINT ID	NORTHING	EASTING
DRP-1	N488041.206	E343353.390
DRP-2	N488040.814	E343353.544

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

CURVE SCHEDULE

CURVE	RADIUS	ARC	CHORD	CHORD BEARING
C1	8.00	4.88	4.82	N24°21'30"W

LEGEND AND NOTES

1. CERTIFY THAT:
 a. THE NETWORK OPERATIONS;
 b. THE NETWORK OBSERVATIONS;
 c. THE NETWORK OPERATIONS;
 d. THE NETWORK OBSERVATIONS;

ESTIMATES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99987875.

ALL MONUMENTS SHOWN DULSLEY & ARE FROM BARS (B) UNLESS OTHERWISE NOTED.
 * DENOTES 25mm x 25mm x 1.2m STANDARD IRON BAR
 * DENOTES 19mm x 19mm x 0.8m SHOWN STANDARD IRON BAR
 * DENOTES 19mm x 19mm x 0.8m SHOWN IRON BAR
 * DENOTES 19mm x 19mm x 0.8m SHOWN IRON BAR
 * DENOTES 25mm x 25mm STEEL PIN
 * DENOTES SURVEY MONUMENT FOUND
 * DENOTES SURVEY MONUMENT SET AND MARKED 1/444
 * DENOTES WITNESS DENOTES IRREGULAR
 * DENOTES SET DENOTES MEASUREMENT DENOTES DEED
 * DENOTES UNDEVELOPED NEARLY EXIST.
 * DENOTES SET PROPORTIONALLY
 * DENOTES PLAN 12R-22842
 * DENOTES FIELD NOTES PER 1744, DATED OCT. 15, 2011, WORK ORDER #23606
 * DENOTES FIELD NOTES PER 1744, DATED OCT. 15, 2011, WORK ORDER #23606
 * DENOTES VERHAEGEN STUBBSFIELD HARTLEY BREWER BEZARE INC. Q.L.S.
 * DENOTES JORDAN & SARGENT INC. Q.L.S.
 * DENOTES CLARKE SURVEYING INC. Q.L.S.
 * DENOTES MINISTRY OF TRANSPORTATION, ONTARIO

SURVEYOR'S CERTIFICATE

1. I CERTIFY THAT:
 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, AND THE REGULATIONS MADE UNDER THEM.
 2. THIS SURVEY WAS COMPLETED ON THE 27th DAY OF SEPTEMBER, 2015.

DATE: APRIL 29, 2015

Roy Jones
 ONTARIO LAND SURVEYOR
 187 HARBOR STREET, WINDSOR, ONTARIO N9A 1G1
 BREWER • BEZARE INC.

WINDSOR
 187 Harbor Street
 Windsor, ON N9A 1G1
 Tel: 519-253-1775
 Fax: 519-253-1791

LEAMINGTON
 187 Harbor Street
 Leamington, ON N8R 1A4
 Tel: 519-253-1775
 Fax: 519-253-1791

ONTARIO LAND SURVEYORS
 4-28639 TEL: 503 C-MEMO-11-142 SAN FILE NO: C-4475

"METRIC" DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METERS AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

SCHEDULE F

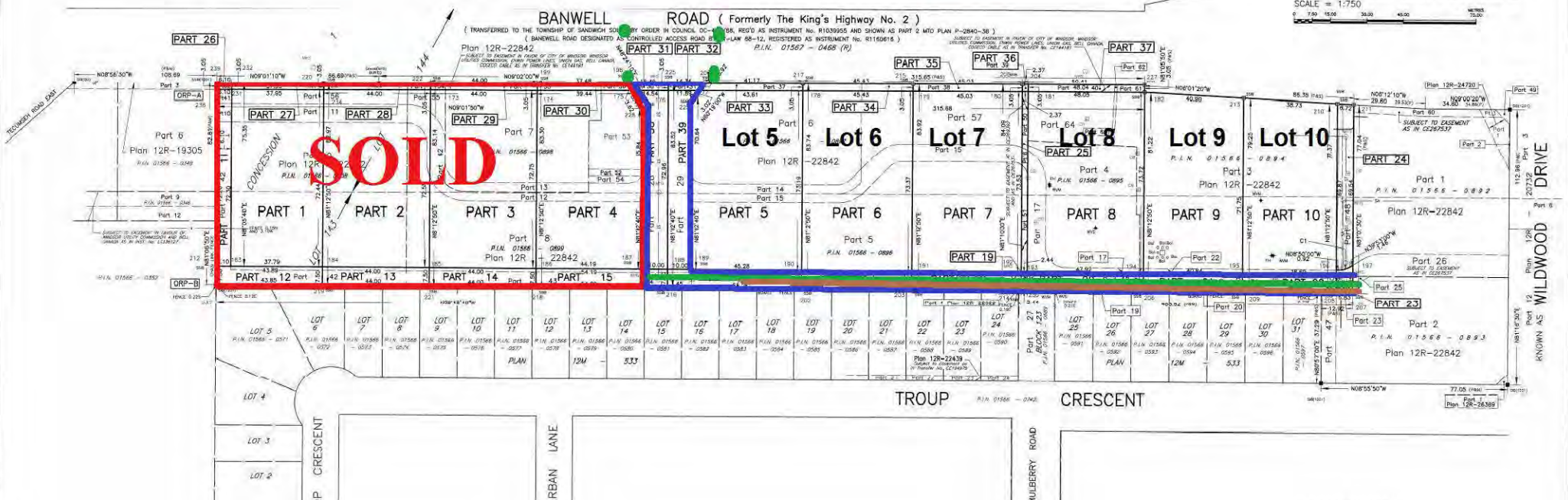
PARTS SCHEDULE					PARTS SCHEDULE					PARTS SCHEDULE					PARTS SCHEDULE					PARTS SCHEDULE				
PART	LOT	CON/PLAN	P.L.N.	AREA m ²	PART	LOT	CON/PLAN	P.L.N.	AREA m ²	PART	LOT	CON/PLAN	P.L.N.	AREA m ²	PART	LOT	CON/PLAN	P.L.N.	AREA m ²	PART	LOT	CON/PLAN	P.L.N.	AREA m ²
1			X	2740.0	9			X	2975.6	17			X	340.7	25			X	176.7	33			X	129.7
2			X	3169.3	10	PART OF LOTS 143 & 144		X	2739.3	18			X	336.2	26			X	18.4	34			X	136.1
3			X	3197.3	11			X	439.8	19			X	18.3	27			X	115.2	35			X	157.9
4			X	3160.0	12			X	328.1	20			X	356.4	28			X	134.3	36			X	7.3
5			X	3315.0	13			X	330.0	21			X	306.3	29			X	134.3	37			X	147.2
6			X	3394.7	14			X	250.0	22			X	490.1	30			X	114.9	38			X	745.0
7			X	3309.0	15			X	408.6	23			X	68.1	31			X	92.4	39			X	732.0
8			X	3553.3	16			X	414.5	24			X	454.7	32			X	40.1					

REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.
 DATE _____ DATE _____
 ROY A. SIMONE
 ONTARIO LAND SURVEYOR
 REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES TOWNSHIP OF JESSBY (13)

PARTS 1 to 30 (inclusive) COMPRISES ALL OF P.L.N. 01566-
 PARTS 28 to 37 (inclusive) SUBJECT TO EASEMENT AS IN CE144151
 PARTS 19, 25 & 35 SUBJECT TO EASEMENT AS IN CE299392 AND CE267537.

New Roads being installed ———
New stop light being installed ●
Six one acre +/- lots available facing Banwell
Sanitary and Storms Sewers being installed ———
Municipal waterline to be installed ———

PLAN OF SURVEY
 OF
 PART OF LOTS 143 & 144
 CONCESSION 1
 GEOGRAPHIC TOWNSHIP OF SANDWICH
 NOW IN THE
 CITY OF WINDSOR
 COUNTY OF ESSEX, ONTARIO
 VERHAEGEN • STUBBERFIELD • HARTLEY • BREWER • BEZARE INC.
 SCALE = 1:750



INTEGRATION DATA

COORDINATES ARE DERIVED FROM GNSS OBSERVATIONS USING THE CAN-NET NETWORK SERVICE AND ARE REFERRED TO UTM ZONE 17 (81 WEST LONGITUDE), NAD83 (CSRS) (2011.0).
 COORDINATE VALUES ARE TO AN IGNAN ACCURACY IN ACCORDANCE WITH SECTION 14(3) 0.0862 216/10

POINT ID	NORTHING	EASTING
ORP-A	N4886041.209	E543353.390
ORP-B	N4886028.420	E543271.544

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

CURVE SCHEDULE

CURVE	RADIUS	ARC	CHORD	CHORD BEARING
CL	9.00	4.68	4.82	N24°21'30"W

METRIC DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

LEGEND AND NOTES

BEYONDS ARE UPON CURVE DERIVED FROM OBSERVED REFERENCE POINTS "A" AND "B" BY REAL TIME NETWORK OBSERVATIONS.

DISTANCES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99987675

ALL MONUMENTS SHOWN THUSLY () ARE IRON BARS (IB) UNLESS OTHERWISE NOTED:
 (IB) DENOTES 25mm x 25mm x 1.22m STANDARD IRON BAR
 (S) DENOTES 25mm x 25mm x 0.61m SHORT STANDARD IRON BAR
 (R) DENOTES 19mm x 19mm x 0.61m IRON BAR
 (C) DENOTES 19mm diameter x 0.61m ROUND IRON BAR
 (C) DENOTES CUP
 (M) DENOTES METAL
 (S) DENOTES SURVEY MONUMENT FOUND
 (M) DENOTES SURVEY MONUMENT SET AND MARKED 1744
 (W) DENOTES WITNESS
 (M) DENOTES MEASURED
 (D) DENOTES DEED
 (S) DENOTES SET
 (M) DENOTES MONUMENT
 (P) DENOTES PRESERVED REFERENCE POINT

50%S SHOWN ON THIS PLAN HAVE BEEN SET IN LIEU OF 50%S WHERE THE POSSIBILITY THAT UNDERGROUND UTILITIES EXIST.

(S) DENOTES SET PROPORTIONALLY (M) DENOTES ORIGIN UNKNOWN
 (P) DENOTES PLAN 128-22842 (M) DENOTES PLAN 128-19305
 (M) DENOTES FIELD NOTES PER 1744, DATED JAN. 18, 2011, WORK ORDER 4-25606
 (M) DENOTES JOHN B. SIMONSON INC., O.L.S. 17-2006, PLAN ORDER 4-21981
 (M) DENOTES VERHAEGEN STUBBERFIELD HARTLEY BREWER BEZARE INC., O.L.S.
 (M) DENOTES JOHN B. SIMONSON INC., O.L.S.
 (M) DENOTES SURVEYORS INC., O.L.S.
 (M) DENOTES MINISTRY OF TRANSPORTATION, ONTARIO

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:
 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT,
 THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
 2. THIS SURVEY WAS COMPLETED ON THE 16th DAY OF APRIL, 2018

DATE: APRIL 16, 2018

ROY A. SIMONE
 ONTARIO LAND SURVEYOR
 FOR VERHAEGEN • STUBBERFIELD • HARTLEY • BREWER • BEZARE INC.

WINDSOR 544 Osprey Street
 905 251-1111
 (519) 258-9772
 Fax: (519) 258-9791

LEAMINGTON 187 Tebbot Street East
 519 890-1118
 (519) 322-2379
 Fax: (519) 322-2379

ONTARIO LAND SURVEYORS www.vsls.com

DATE: APR 16, 2018
 DRAWN BY: NMO
 CHECKED BY: BAS
 WORK ORDER: 4-25639
 FILE NO.: E-WIND-1143
 PLAN FILE NO.: C-4475

SCHEDULE G

PARTS SCHEDULE						PARTS SCHEDULE						PARTS SCHEDULE						PARTS SCHEDULE					
PART	LOT	CON/PLAN	P.L.N.	AREA m ²	LOT	CON/PLAN	P.L.N.	AREA m ²	PART	LOT	CON/PLAN	P.L.N.	AREA m ²	PART	LOT	CON/PLAN	P.L.N.	AREA m ²	PART	LOT	CON/PLAN	P.L.N.	AREA m ²
1				2742.0	9			2742.0	17			340.7	22					178.4	33				138.6
2				3189.8	10	PART OF LOTS 143 & 144		2738.4	18			333.2	28					10.6	34				157.3
3				3197.3	11			441.0	19			18.2	27					80.7	35				7.2
4				3136.7	12			330.1	20			354.4	28					134.2	36				146.5
5				3360.3	13			330.0	21			306.3	29					117.8	37				700.0
6				3329.2	14			354.1	22			290.1	30					66.5	38				700.4
7				3309.4	15			347.0	23			454.7	32					186.2	40				87.3
8				2653.2	16				24										41				32.7
																			42				75.0

PLAN 12R-07189
RECEIVED AND DEPOSITED

DATE: MAY 14, 2015

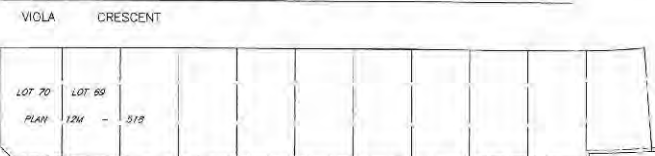
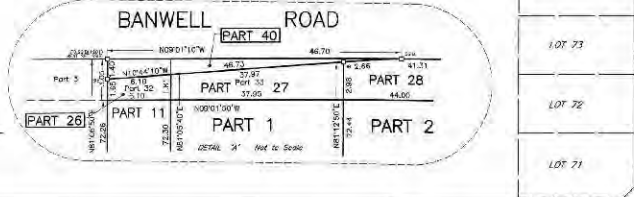
DATE: 2015 MAY 14

Roy Somers
ROY SOMERS
LAND SURVEYOR

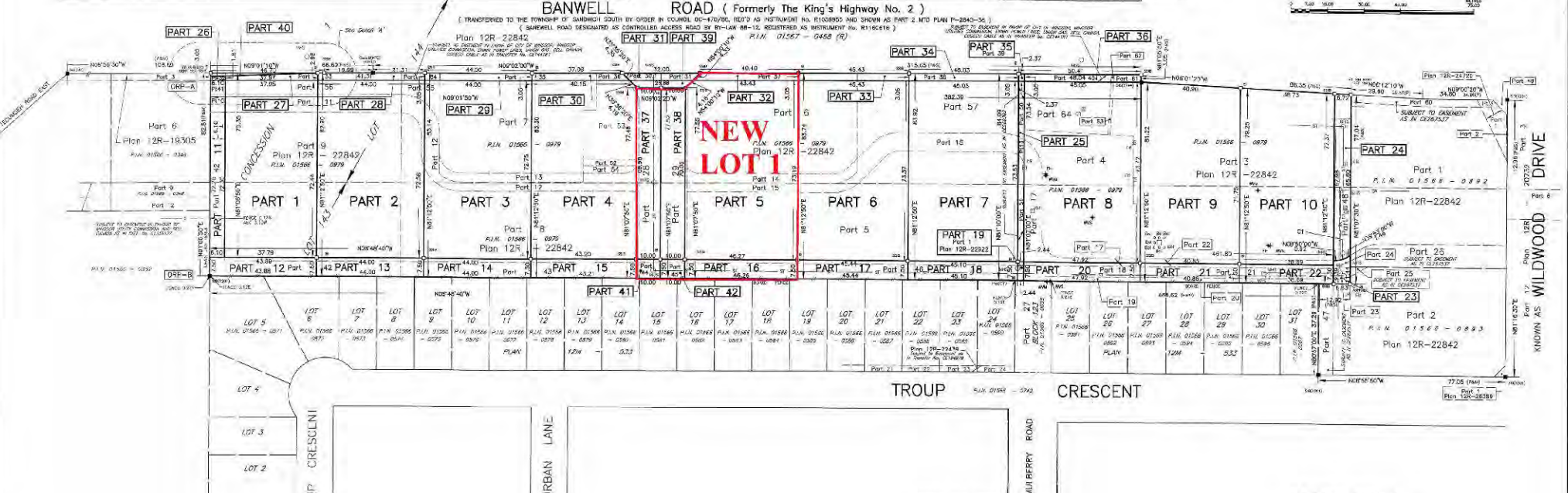
URSULA DUNSEY
REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF ESSEX (12)

THIS PLAN COMPREHENDS ALL OF P.L.N. 01568-0979 (PARTS 26 TO 36 (inclusive)) & 40 SUBJECT TO EASEMENT AS IN 02144181, PARTS 18, 20 & 35 SUBJECT TO EASEMENT AS IN 02169992.

SCHEDULE G



PLAN OF SURVEY
OF
PART OF LOTS 143 & 144
CONCESSION 1
GEOGRAPHIC TOWNSHIP OF SANDWICH
NOW IN THE
CITY OF WINDSOR
COUNTY OF ESSEX, ONTARIO
VERHAEGEN • STURBERFIELD • HARTLEY • BREWER • BEZARE INC.
SCALE = 1:750



INTEGRATION DATA

COORDINATES ARE DERIVED FROM GNSS OBSERVATIONS USING THE CANADIAN NETWORK SERVICE AND ARE REFERRED TO UTM ZONE 17 (BY WEST LONGITUDE) MAGD (CSRS) (2011).

COORDINATE VALUES ARE TO AN HORIZONTAL ACCURACY IN ACCORDANCE WITH SECTION 14(2) OF THE 1990/10.

POINT ID	NORTHING	EASTING
DRP-2	N488841.206	E343353.350
DRP-43	N488839.816	E343321.544

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

CURVE SCHEDULE

CURVE	RADIUS	ARC	CHORD	CHORD BEARING
C1	8.00	4.88	4.82	N24°21'30"W

LEGEND AND NOTES

- CERTIFY THAT:
 - THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, AND THE REGULATIONS MADE UNDER THEM.
 - THIS SURVEY WAS COMPLETED ON THE 27th DAY OF SEPTEMBER, 2015.
- DATE: APRIL 29, 2015
- Roy Somers*
ROY SOMERS
LAND SURVEYOR
180 VERHAEGEN • STURBERFIELD • HARTLEY • BREWER • BEZARE INC.
- ESTIMATES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.99987875.
- ALL MONUMENTS SHOWN, EXCEPT WHERE NOTED OTHERWISE, ARE: (A) UNLESS OTHERWISE NOTED, REAL NETWORK OBSERVATIONS.
- ALL MONUMENTS SHOWN, EXCEPT WHERE NOTED OTHERWISE, ARE: (A) UNLESS OTHERWISE NOTED, REAL NETWORK OBSERVATIONS.
 - DENOTES 25mm x 25mm x 1.5m STANDING IRON BAR
 - DENOTES 19mm x 19mm x 1.5m SHOWN STANDING IRON BAR
 - DENOTES 19mm x 19mm x 0.8m SHOWN IRON BAR
 - DENOTES 19mm x 19mm x 0.8m SHOWN IRON BAR
 - DENOTES 25mm x 25mm STEEL PIN
 - DENOTES SURVEY MONUMENT FOUND
 - DENOTES SURVEY MONUMENT SET AND MARKED 1/44
 - DENOTES WITNESS (UNLESS OTHERWISE NOTED)
 - DENOTES SET (UNLESS OTHERWISE NOTED)
 - DENOTES DEED
 - DENOTES UNDEVELOPED NEIGHBORHOOD
 - DENOTES SHOWN ON THIS PLAN HAVE BEEN SET IN JAIL OF SRS'S WHERE THE PROBABILITY THAT UNDERGROUND UTILITIES EXIST.
 - DENOTES SET PROPORTIONALLY
 - DENOTES PLAN 12R-22842
 - DENOTES FIELD NOTES FEB 1744, Dated Oct. 15, 2011, Work Order 4-24866
 - DENOTES FIELD NOTES FEB 1744, Dated Oct. 17, 2008, Work Order 4-24864
 - DENOTES VERHAEGEN • STURBERFIELD • HARTLEY • BREWER • BEZARE INC. Q.L.S.
 - DENOTES JORDAN & SARGENT INC. Q.L.S.
 - DENOTES CLARKE SURVEYING INC. Q.L.S.
 - DENOTES MINISTRY OF TRANSPORTATION, ONTARIO

WINDSOR
640 Olive Street
WINDSOR, ONTARIO
N9A 6S6
P: 519-252-1775
F: 519-252-1791

LEAMINGTON
187 5400 Street East
LEAMINGTON, ONTARIO
N8R 1L4
P: 519-320-3875
F: 519-320-3876

ONTARIO LAND SURVEYORS
www.ontariosurveyors.com

DATE: APRIL 29, 2015

Roy Somers
ROY SOMERS
LAND SURVEYOR
180 VERHAEGEN • STURBERFIELD • HARTLEY • BREWER • BEZARE INC.

"METRIC" DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METERS AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

SCHEDULE H

PARTS SCHEDULE						PARTS SCHEDULE						PARTS SCHEDULE						PARTS SCHEDULE							
PART	LOT	CON/PLAN	P.L.N.	AREA m ²	PART	LOT	CON/PLAN	P.L.N.	AREA m ²	PART	LOT	CON/PLAN	P.L.N.	AREA m ²	PART	LOT	CON/PLAN	P.L.N.	AREA m ²	PART	LOT	CON/PLAN	P.L.N.	AREA m ²	
1				2742.0	9				340.7	25	PART OF LOTS 143 & 144			178.4	33				138.6						
2				3189.8	10	PART OF LOTS 143 & 144			273.4	18				10.6	34				157.3						
3				3197.3	11				441.0	19				80.7	35				7.2						
4	PART OF LOTS 143 & 144	CONCESSION 1	PART OF 01585-0979	3136.7	12				330.1	20	PART OF LOT 143	CONCESSION 1	PART OF 01588-0979	353.4	26				134.2	36					146.5
5				3363.3	13	PART OF LOT 143			330.0	22				117.8	36				700.0						700.0
6				3329.2	14				354.1	23				68.1	31				66.5	39					67.3
7				3309.4	15				347.0	24	PART OF LOTS 143 & 144	CONCESSION 1	PART OF 01588-0979	454.7	32				106.2	40					32.7
8				3653.2	16														32.0						32.0
																									75.0

REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TILES ACT.
 DATE: MAY 14, 2015
 DATE: MAY 14, 2015
Roy Samard
 O.R.S. 256 (1)
 O.R.S. 256 (2) & 40
 REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TILES DIVISION OF ESSOX (12)
URSIA DUNSEY
 REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TILES DIVISION OF ESSOX (12)
 THIS PLAN COMPRISES ALL OF P.L.N. 01588-0979 (PARTS 26 to 36) and 40 SUBJECT TO EASEMENT AS IN 0044481; PARTS 18, 19 & 35 SUBJECT TO EASEMENT AS IN 0158952.

SCHEDULE H



PLAN OF SURVEY OF PART OF LOTS 143 & 144 CONCESSION 1 GEOGRAPHIC TOWNSHIP OF SANDWICH NOW IN THE CITY OF WINDSOR COUNTY OF ESSEX, ONTARIO VERHAEGEN • STUBBS/FIELD • HARTLEY • BREWER • BEZARE INC. SCALE = 1:750



INTEGRATION DATA

COORDINATES ARE DERIVED FROM GNSS OBSERVATIONS USING THE CANADIAN NETWORK SERVICE AND ARE REFERRED TO UTM ZONE 17 (BY WEST LONGITUDE) MAGDA (CSRS) (2011).
 COORDINATE VALUES ARE TO AN HORIZONTAL ACCURACY IN ACCORDANCE WITH SECTION 14(2) OF THE 1990/91.

POINT ID	NORTHING	EASTING
DRP-1	N4889641.206	E343353.350
DRP-2	N4890889.658	E343221.544

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

CURVE SCHEDULE

CURVE	RADIUS	ARC	CHORD	CHORD BEARING
C1	9.00	4.88	4.82	N24°21'30" W

LEGEND AND NOTES

- CERTIFY THAT:
 - THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYS REGULATION AND THE REGULATIONS MADE UNDER THEM.
 - THIS SURVEY WAS COMPLETED ON THE 27th DAY OF SEPTEMBER, 2015
- ESTIMATES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999807875.
- ALL MONUMENTS SHOWN DULSLEY ARE FROM BARS (B) UNLESS OTHERWISE NOTED.
 - ◇ DENOTES 25mm x 25mm x 1.5mm STAINLESS STEEL BAR
 - DENOTES 19mm x 19mm x 1.5mm GROUND IRON BAR
 - DENOTES 19mm x 19mm x 1.5mm IRON BAR
 - DENOTES 19mm x 19mm x 1.5mm IRON BAR
 - DENOTES 25mm x 50mm STEEL PIN
 - DENOTES SURVEY MONUMENT FOUND
 - DENOTES SURVEY MONUMENT SET AND MARKED 1/4" DIA
 - DENOTES WITNESS ENDORSED PERMANENTLY
 - DENOTES SET BY DENOTES MEASUREMENT
 - DENOTES DEED
 - DENOTES UNCORRECTED MEASUREMENT
 - DENOTES ORIGINAL UNCORRECTED MEASUREMENT
 - DENOTES FIELD NOTES PER 1744, DATED OCT. 17, 2008, MORE ORDER 4-24864
 - DENOTES VERBAZEN STUBBS/FIELD HARTLEY BREWER BEZARE INC. Q.L.S.
 - DENOTES JODAY & SUTTON INC. Q.L.S.
 - DENOTES CHANGES INC. Q.L.S.
 - DENOTES MINISTRY OF TRANSPORTATION, ONTARIO

SURVEYOR'S CERTIFICATE

DATE: APRIL 29, 2015

ROY SAMARD
 ONTARIO LAND SURVEYOR
 188 VERHAEGEN STUBBS/FIELD HARTLEY BREWER BEZARE INC.

WINDSOR: Roy Samard, N.E.E., 188 Verhaegen Street, Windsor, Ontario N9A 1B4, Tel: 336-2177, Fax: 336-2179.
 LEAMINGTON: 188 Verhaegen Street, Leamington, Ontario N8R 1B4, Tel: 336-2177, Fax: 336-2179.

ONTARIO LAND SURVEYORS

2015: Roy Samard, N.E.E., 188 Verhaegen Street, Windsor, Ontario N9A 1B4, Tel: 336-2177, Fax: 336-2179.

"METRIC" DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METERS AND CAN BE CONVERSION TO FEET BY DIVIDING BY 0.3048

SCHEDULE I

PARTS SCHEDULE				PARTS SCHEDULE				PARTS SCHEDULE				PARTS SCHEDULE								
PART	LOT	CON/PLAN	P.L.N.	AREA m ²	PART	LOT	CON/PLAN	P.L.N.	AREA m ²	PART	LOT	CON/PLAN	P.L.N.	AREA m ²	PART	LOT	CON/PLAN	P.L.N.	AREA m ²	
1				2742.0	9				2971.8	17				340.7	25				178.4	33
2				3189.8	10	PART OF LOTS 143 & 144			2734.4	18				333.2	28				10.6	34
3				3197.3	11				441.0	19				16.2	27				80.7	35
4				3136.7	12				320.1	20				354.4	28				124.2	36
5	PART OF LOTS 143 & 144	CONCESSION	PART OF 01565-0979	3386.3	13				330.0	17				306.3	29				134.2	37
6				3329.2	14	PART OF LOT 143			300.0	22				290.1	30				117.8	38
7				3309.4	15				354.1	23				68.1	31				66.5	39
8				2633.5	16				347.0	24	PART OF LOTS 143 & 144			454.7	32				106.2	40
																				41
																				42

REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TILES ACT.

DATE: MAY 14, 2015

DATE: 2015 MAY 14

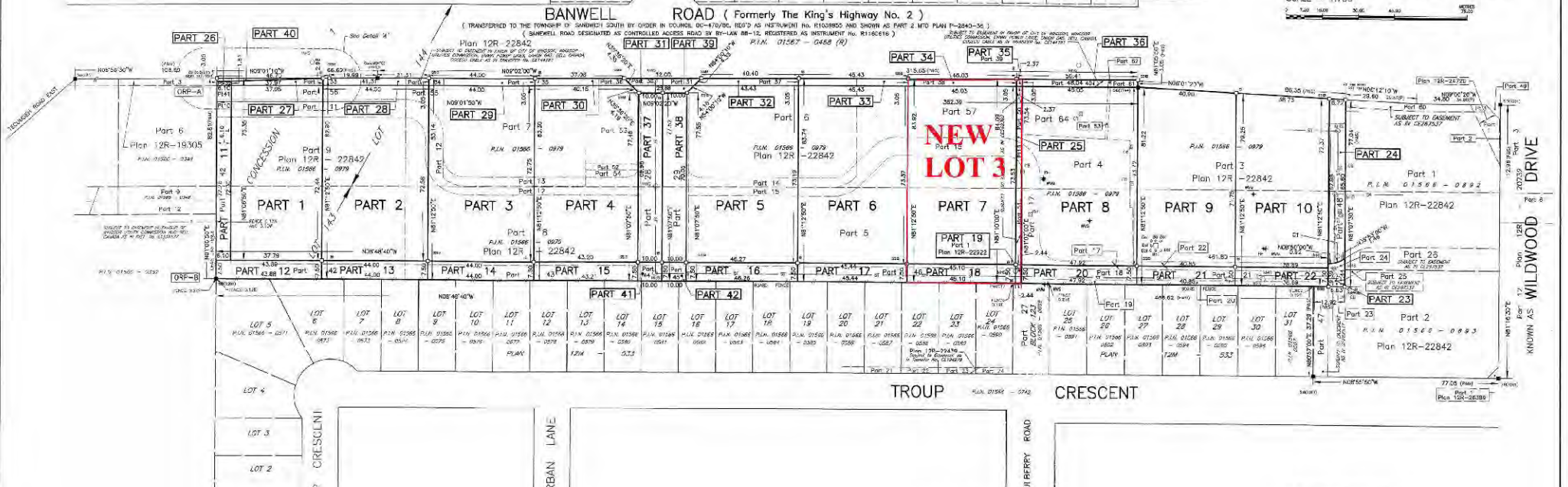
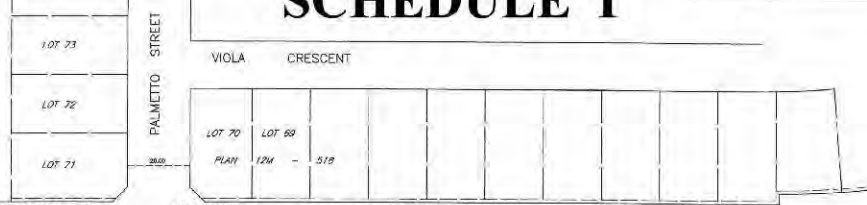
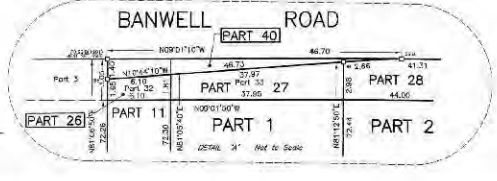
Roy Jomard

URSULA DUBREY
REPRESENTATIVE FOR THE LAND TILES DIVISION OF ESSEX (12)

THIS PLAN COMPREHENS ALL OF P.L.N. 01565-0979 PARTS 26 to 36 (inclusive) & 40 SUBJECT TO EASEMENT AS IN 02144181 PARTS 10, 26 & 35 SUBJECT TO EASEMENT AS IN 01565932.

SCHEDULE I

PLAN OF SURVEY OF PART OF LOTS 143 & 144 CONCESSION 1 GEOGRAPHIC TOWNSHIP OF SANDWICH NOW IN THE CITY OF WINDSOR COUNTY OF ESSEX, ONTARIO VERHAEGEN • STUBBSFIELD • HARTLEY • BREWER • BEZARE INC. SCALE = 1:750



INTEGRATION DATA

COORDINATES ARE DERIVED FROM GNSS OBSERVATIONS USING THE CAN-NET NETWORK SERVICE AND ARE REFERRED TO UTM ZONE 17 (BY WEST LONGITUDE) MAGD (CSRS) (2011.0).

COORDINATE VALUES ARE TO AN ACCURACY IN ACCORDANCE WITH SECTION 4(2) OF THE 1992/10.

POINT ID	NORTHING	EASTING
CRP-A	N488641.206	E543353.350
CRP-B	N488640.816	E543353.244

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

CURVE SCHEDULE

CURVE	RADIUS	ARC	CHORD	CHORD BEARING
C1	9.00	4.88	4.82	N22°13'00"

LEGEND AND NOTES

1. CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, AND THE REGULATIONS MADE UNDER THEM.
2. THIS SURVEY WAS COMPLETED ON THE 27th DAY OF SEPTEMBER, 2015
- DATE: APRIL 29, 2015
- Roy Jomard*
- ONTARIO LAND SURVEYOR FOR VERHAEGEN • STUBBSFIELD • HARTLEY • BREWER • BEZARE INC.
- ALL MONUMENTS SHOWN DUSSELY TO ARE FROM BARS (B) UNLESS OTHERWISE NOTED.
- DENOTES 25mm x 25mm x 1.2m STANDARD IRON BAR
 - DENOTES 25mm x 25mm x 0.8m IRON BAR
 - DENOTES 19mm IRON BARS x 0.8m IRON BAR
 - DENOTES 19mm IRON BARS x 0.8m IRON BAR
 - DENOTES 25mm x 50mm STEEL PIN
 - DENOTES SURVEY MONUMENT FOUND
 - DENOTES SURVEY MONUMENT SET AND MARKED 1744
 - DENOTES WITNESS OR EVIDENCE INSTRUMENTAL
 - DENOTES SET OR DENOTES MEASUREMENT
 - DENOTES UNDEVELOPED NEIGHBOURHOOD
 - DENOTES DEED
- SEB'S SHOWN ON THIS PLAN HAVE BEEN SET IN JULY OF SEB'S WHERE THE PROBABILITY THAT UNDERGROUND UTILITIES EXIST.
- DENOTES SET PROPORTIONALLY
 - DENOTES PLAN 12R-22842
 - DENOTES FIELD NOTES FEB 1744, DATED JAN 15, 2011, BOOK ORDER 4-25606
 - DENOTES FIELD NOTES FEB 1744, DATED JAN 17, 2008, BOOK ORDER 4-24854
 - DENOTES JOAN & SHERIDAN INC. O.S.
 - DENOTES CLARE CONCRETE INC. O.S.
 - DENOTES WINDSOR OF TRANSPORTATION, ONTARIO

WINDSOR VERHAEGEN • STUBBSFIELD • HARTLEY • BREWER • BEZARE INC. LEAMINGTON

600 Olive Street 167 Olive Street

WINDSOR ONT. N6A 1K7 LEAMINGTON ONT. N8R 1Y4

PH: 519-268-1775 FAX: 519-268-1775

PH: 519-268-1791 FAX: 519-268-1791

ONTARIO LAND SURVEYORS

www.VERBOSUNED.COM

SWAY BY: NMS
LICENSE #: 8552
MFR: 0506 4-26859 REC-00

CRP Form No. 34, 8/09 1215 PW
CRP Form 12R-22842, 0/09

www.VERBOSUNED.COM

PLAN FILE NO: C-4475

"METRIC" DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METERS AND MUST BE UNDERSTOOD IN FEET BY DIVIDING BY 3.2808

SCHEDULE J

PARTS SCHEDULE				PARTS SCHEDULE				PARTS SCHEDULE				PARTS SCHEDULE				PARTS SCHEDULE				
PART	LOT	CON/PLAN	P.L.N.	AREA m ²	PART	LOT	CON/PLAN	P.L.N.	AREA m ²	PART	LOT	CON/PLAN	P.L.N.	AREA m ²	PART	LOT	CON/PLAN	P.L.N.	AREA m ²	
1				2742.0	9				3271.8	17				178.4	33				138.6	
2				3189.8	10	PART OF LOTS 143 & 144			2734.4	18				10.6	34				137.3	
3				3197.3	11				441.0	19				80.7	35				7.2	
4	PART OF LOTS 143 & 144	CONFESSION	PART OF 01568-0979	3136.7	12				320.1	20	PART OF LOT 143	CONFESSION 1	PART OF 01568-0979	354.4	26	PART OF LOT 144	CONFESSION 1	PART OF 01500-0076	124.2	36
5				3363.3	13				330.0	21				306.3	29				134.2	37
6				3329.2	14	PART OF LOT 143			354.1	22				290.1	30				117.8	38
7				3309.4	15				347.0	23	PART OF LOTS 143 & 144			68.1	31				66.5	39
8				2633.5	16					24				454.7	32				126.2	40
																			32.7	41
																			75.0	42

PLAN 12R-27189
RECEIVED AND APPROVED

DATE: 2018 MAY 14

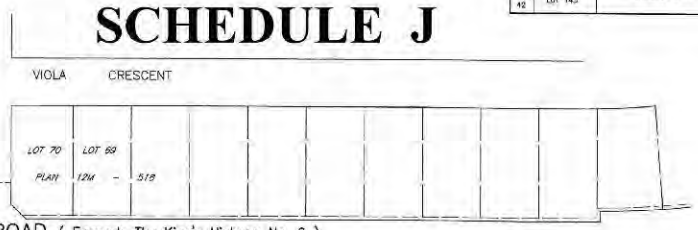
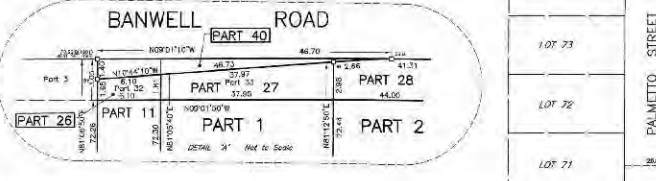
ROY JONES
ONTOARIO LAND SURVEYOR

URSULA DUBREY
REPRESENTATIVE FOR THE LAND TITLE DIVISION OF ESSEX (12)

THIS PLAN COMPREHENS ALL OF P.L.N. 01568-0979 PARTS 26 TO 36 (inclusive) & 40 SUBJECT TO EASEMENT AS IN 02144181 PARTS 18, 20 & 35 SUBJECT TO EASEMENT AS IN 01500092.

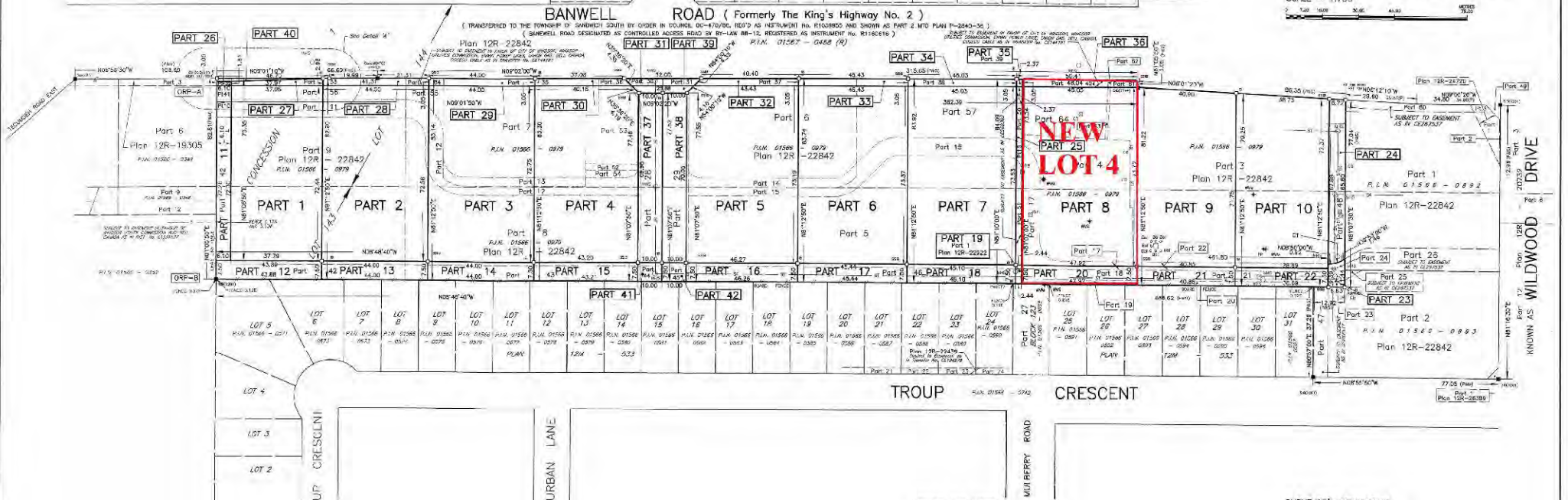
REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

DATE: MAY 14, 2018



SCHEDULE J

PLAN OF SURVEY OF PART OF LOTS 143 & 144 CONFESSION 1 GEOGRAPHIC TOWNSHIP OF SANDWICH NOW IN THE CITY OF WINDSOR COUNTY OF ESSEX, ONTARIO VERHAEGEN • STUBBSFIELD • HARTLEY • BREWER • BEZARE INC. SCALE = 1:750



INTEGRATION DATA

COORDINATES ARE OBTAINED FROM GPS OBSERVATIONS USING THE GAN-NET NETWORK SERVICE AND ARE REFERRED TO UTM ZONE 17 (BY WEST LONGITUDE) MAGS (GSD) (2015).

COORDINATE VALUES ARE TO AN HORIZONTAL ACCURACY IN ACCORDANCE WITH SECTION 44(2) OF THE L.T.A. (2016/17).

POINT ID	NORTHING	EASTING
GRP-A	N488641.209	E343353.350
GRP-B	N488640.828	E343221.244

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

CURVE SCHEDULE

CURVE	BACKS	45D	CHORD	CHORD BEARING
C1	9.00	4.88	4.82	N42°21'30\"

"METRIC" DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METERS AND MUST BE UNDERSTOOD TO FEET BY DIVIDING BY 3.28084

LEGEND AND NOTES

- CERTIFY THAT:
 - THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, AND THE REGULATIONS MADE UNDER THEM.
 - THIS SURVEY WAS COMPLETED ON THE 27th DAY OF SEPTEMBER, 2018.
- DATE: APRIL 29, 2018
- ROY JONES
ONTOARIO LAND SURVEYOR
180 VERHAEGEN STUBBSFIELD HARTLEY BREWER BEZARE INC.
- ALL MONUMENTS SHOWN DUSSELY TO ARE FROM BARS (B) UNLESS OTHERWISE NOTED.
- DENOTES 25mm x 25mm x 1.2m STANDARD IRON BAR
 - DENOTES 25mm x 25mm x 0.8m IRON BAR
 - DENOTES 19mm x 19mm x 0.8m IRON BAR
 - DENOTES 19mm x 19mm x 0.8m IRON BAR
 - DENOTES 50mm x 50mm STEEL PIN
 - DENOTES SURVEY MONUMENT FOUND
 - DENOTES SURVEY MONUMENT SET AND MARKED 1744
 - DENOTES WIRELESS LEASER PERMANENT
 - DENOTES SET ON DENOTES MEASUREMENT
 - DENOTES DEED
 - DENOTES UNDEVELOPED NEIGHBORHOOD
 - DENOTES SHOWN ON THIS PLAN HAVE BEEN SET IN JEL OF SRS'S WHERE THE POSSIBILITY THAT UNDERGROUND UTILITIES EXIST.
 - DENOTES SET PROPORTIONALLY
 - DENOTES PLAN 12R-22842
 - DENOTES FIELD NOTES PER 1744, DATED JAN 15, 2011, BOOK ORDER #23606
 - DENOTES FIELD NOTES PER 1744, DATED JAN 17, 2008, BOOK ORDER #24854
 - DENOTES VERHAEGEN STUBBSFIELD HARTLEY BREWER BEZARE INC. Q.L.S.
 - DENOTES JOHNS & SHELTON INC. O.L.S.
 - DENOTES CLARK SURVEYING INC. Q.L.S.
 - DENOTES MINISTRY OF TRANSPORTATION, ONTARIO

WINDSOR
401 Olive Street
WES
PA: 519-268-1775
FAX: 519-268-1791

VERHAEGEN STUBBSFIELD HARTLEY BREWER BEZARE INC.

LEAMINGTON
167 Olive Street
WES
PA: 519-268-1775
FAX: 519-268-1791

ONTOARIO LAND SURVEYORS
www.ontariosurveyors.com

Stamp: MAY 14 2018

Scale: 1:750

SCHEDULE K

PARTS SCHEDULE				PARTS SCHEDULE				PARTS SCHEDULE				PARTS SCHEDULE				PARTS SCHEDULE									
PART	LOT	CON/PLAN	P.L.N.	AREA m ²	PART	LOT	CON/PLAN	P.L.N.	AREA m ²	PART	LOT	CON/PLAN	P.L.N.	AREA m ²	PART	LOT	CON/PLAN	P.L.N.	AREA m ²	PART	LOT	CON/PLAN	P.L.N.	AREA m ²	
1				2742.0	9				340.7	25				178.4	33				138.6					137.3	
2				3189.8	10	PART OF LOTS 143 & 144			2734.4	18				333.2	28				10.6	34				137.3	
3				3197.3	11				441.0	19				16.2	27				80.7	35				7.2	
4				3136.7	12				320.1	20				354.4	26				124.2	36				146.5	
5	PART OF LOTS 143 & 144	CONGRESSION	PART OF 01565-0979	3286.3	13				330.0	17				306.3	29				134.2	37				700.0	
6				3329.2	14	PART OF LOT 143			300.0	22				290.1	30				117.8	38				700.4	
7				3309.4	15				354.1	23				68.1	31				66.5	39				67.0	
8				2633.2	16				347.0	24	PART OF LOTS 143 & 144			454.7	32				126.2	40				32.7	
																								75.0	
																									75.0

PLAN 12R-07189
RECEIVED AND REGISTERED

DATE: 2018 MAY 14

REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLE ACT.

DATE: MAY 14, 2018

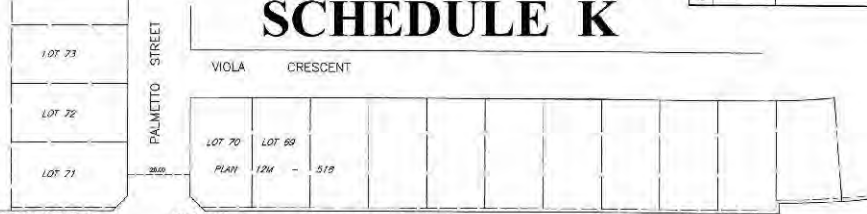
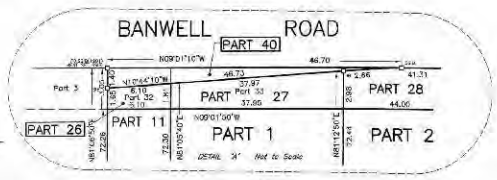
ROY JAMES
CHICAGO LAND SURVEYOR

URSULA DUBREY
REPRESENTATIVE FOR THE LAND TITLE DIVISION OF ESSEX (12)

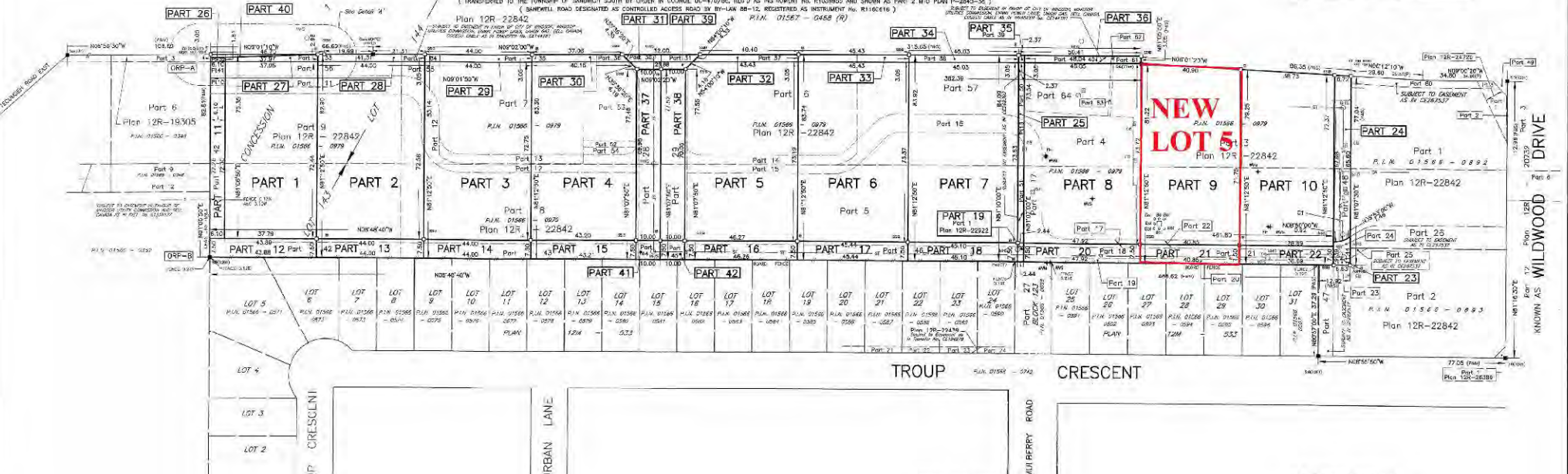
THIS PLAN COMPREHENS ALL OF P.L.N. 01565-0979 PARTS 26 to 36 (inclusive) & 40 SUBJECT TO EASEMENT AS IN 02144181 PARTS 10, 26 & 35 SUBJECT TO EASEMENT AS IN 01565932.

SCHEDULE K

PLAN OF SURVEY
OF
PART OF LOTS 143 & 144
CONGRESSION 1
GEOGRAPHIC TOWNSHIP OF SANDWICH
NOW IN THE
CITY OF WINDSOR
COUNTY OF ESSEX, ONTARIO
VERHAEGEN • STUBBSFIELD • HARTLEY • BREWER • BEZARE INC.
SCALE = 1:750



BANWELL ROAD (Formerly The King's Highway No. 2)



INTEGRATION DATA

COORDINATES ARE DERIVED FROM GNSS OBSERVATIONS USING THE CAN-NET NETWORK SERVICE AND ARE REFERRED TO UTM ZONE 17 (87) WEST LONGITUDE MAGS (GSD8) (2015.0).

COORDINATE VALUES ARE TO AN ACCURACY IN ACCORDANCE WITH SECTION 14(2) OF THE L.T.A.

POINT ID	NORTHING	EASTING
CRP-A	N488641.206	E343353.350
CRP-B	N488640.816	E343353.344

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

CURVE SCHEDULE

CURVE	RADIUS	ARC	CHORD	CHORD BEARING
C1	9.00	4.88	4.82	N22°13'00"

LEGEND AND NOTES

- CERTIFY THAT:
 - THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, AND THE REGULATIONS MADE UNDER THEM.
 - THIS SURVEY WAS COMPLETED ON THE 27th DAY OF SEPTEMBER, 2018.
- DATE: APRIL 29, 2018
- ROY JAMES
CHICAGO LAND SURVEYOR
180 VERHAEGEN STUBBSFIELD HARTLEY BREWER BEZARE INC.
- ALL MONUMENTS SHOWN DULSIFY TO ARE FROM BARS (B) UNLESS OTHERWISE NOTED.
- DENOTES 25mm x 25mm x 1.2m STANDARD IRON BAR
 - DENOTES 25mm x 25mm x 0.8m IRON BAR
 - DENOTES 19mm IRON BARS x 0.8m IRON BAR
 - DENOTES 19mm IRON BARS x 0.8m IRON BAR
 - DENOTES 25mm x 50mm STEEL PIN
 - DENOTES SURVEY MONUMENT FOUND
 - DENOTES SURVEY MONUMENT SET AND MARKED 1744
 - DENOTES WIRELESS LEASER PERMANENTLY
 - DENOTES SET ON DENOTES MEASUREMENT
 - DENOTES DEED
 - DENOTES UNDESIGNED MONUMENT
 - DENOTES SET IN JELI OF SEE'S WHERE THE PROBABILITY THAT UNDERGROUND UTILITIES EXIST
 - DENOTES SET PROPORTIONALLY
 - DENOTES PLAN 12R-22842
 - DENOTES FIELD NOTES FEB 1744, DATED JAN 15, 2011, WORK ORDER 4-25068
 - DENOTES FIELD NOTES FEB 1744, DATED JAN 17, 2008, WORK ORDER 4-24854
 - DENOTES VERHAEGEN STUBBSFIELD HARTLEY BREWER BEZARE INC. Q.L.S.
 - DENOTES JOAN & SHELTON INC. O.L.S.
 - DENOTES CLARK SURVEYING INC. Q.L.S.
 - DENOTES MINISTRY OF TRANSPORTATION, ONTARIO

WINDSOR
URSULA DUBREY
CHICAGO LAND SURVEYOR

VERHAEGEN • STUBBSFIELD • HARTLEY • BREWER • BEZARE INC.

LEAMINGTON
URSULA DUBREY
CHICAGO LAND SURVEYOR

VERHAEGEN • STUBBSFIELD • HARTLEY • BREWER • BEZARE INC.

ONTARIO LAND SURVEYORS

DATE: APRIL 29, 2018

ROY JAMES
CHICAGO LAND SURVEYOR
180 VERHAEGEN STUBBSFIELD HARTLEY BREWER BEZARE INC.

WINDSOR
URSULA DUBREY
CHICAGO LAND SURVEYOR

VERHAEGEN • STUBBSFIELD • HARTLEY • BREWER • BEZARE INC.

LEAMINGTON
URSULA DUBREY
CHICAGO LAND SURVEYOR

VERHAEGEN • STUBBSFIELD • HARTLEY • BREWER • BEZARE INC.

ONTARIO LAND SURVEYORS

DATE: APRIL 29, 2018

ROY JAMES
CHICAGO LAND SURVEYOR
180 VERHAEGEN STUBBSFIELD HARTLEY BREWER BEZARE INC.

"METRIC" DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METERS AND MUST BE UNDERSTOOD TO FEET BY DIVIDING BY 3.2808

SCHEDULE L

PARTS SCHEDULE				PARTS SCHEDULE				PARTS SCHEDULE				PARTS SCHEDULE				PARTS SCHEDULE									
PART	LOT	CON/PLAN	P.L.N.	AREA m ²	PART	LOT	CON/PLAN	P.L.N.	AREA m ²	PART	LOT	CON/PLAN	P.L.N.	AREA m ²	PART	LOT	CON/PLAN	P.L.N.	AREA m ²	PART	LOT	CON/PLAN	P.L.N.	AREA m ²	
1				2742.0	9				3271.8	17				340.7	25				178.4	33				138.6	
2				3189.8	10	PART OF LOTS 143 & 144			2734.4	18				333.2	28				10.6	34				137.3	
3				3197.3	11				441.0	19				16.2	27				80.7	35				7.2	
4				3136.7	12				320.1	20				354.4	26				124.2	36				146.5	
5	PART OF LOTS 143 & 144	CONCESSION 1	PART OF 01565-0979	3266.3	13				330.0	17				306.3	29				134.2	37				700.0	
6				3329.2	14	PART OF LOT 143			354.1	21				290.1	30				117.8	38				700.4	
7				3309.4	15				347.0	23				68.1	31				66.5	39				67.0	
8				2633.2	16					23	PART OF LOTS 143 & 144			454.7	32				126.2	40				32.7	
																								75.0	
																									75.0

REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLE ACT.

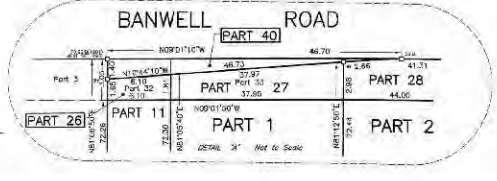
DATE: MAY 14, 2015

DATE: 2015 MAY 14

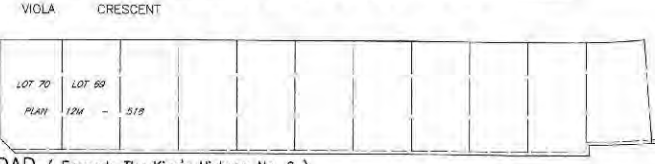
Roy Jomard

URSULA DUBREY
 REPRESENTATIVE FOR THE LAND TITLE DIVISION OF ESSEX (12)

THIS PLAN COMPREHENS ALL OF P.L.N. 01565-0979 PARTS 26 to 36 (inclusive) & 40 SUBJECT TO EASEMENT AS IN 02144181. PARTS 18, 20 & 35 SUBJECT TO EASEMENT AS IN 01565932.

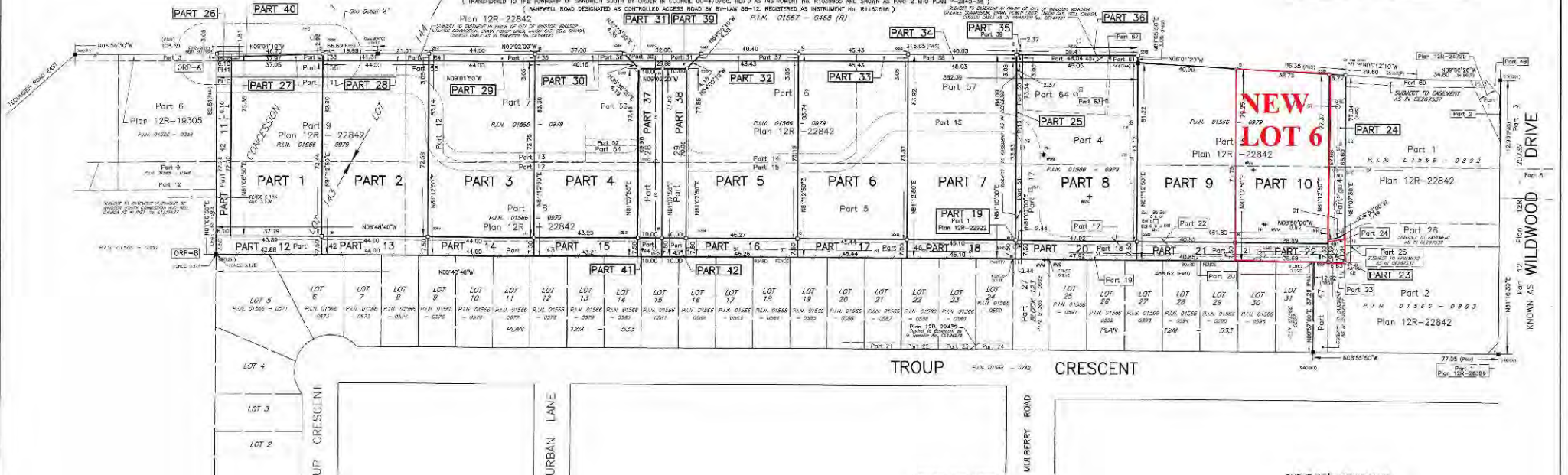


SCHEDULE L



PLAN OF SURVEY OF PART OF LOTS 143 & 144 CONCESSION 1 GEOGRAPHIC TOWNSHIP OF SANDWICH NOW IN THE CITY OF WINDSOR COUNTY OF ESSEX, ONTARIO VERHAEGEN • STUBBSFIELD • HARTLEY • BREWER • BEZARE INC. SCALE = 1:750

BANWELL ROAD (Formerly The King's Highway No. 2)



INTEGRATION DATA

COORDINATES ARE DERIVED FROM GNSS OBSERVATIONS USING THE GAN-NET NETWORK SERVICE AND ARE REFERRED TO UTM ZONE 17 (WEST LONGITUDE) MAGD (CSRS) (2011.0). COORDINATE VALUES ARE TO AN ACCURACY IN ACCORDANCE WITH SECTION 14(2) OF THE L.T.A.

POINT ID	NORTHING	EASTING
DRP-A	N488641.206	E343353.350
DRP-B	N488640.816	E343221.244

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

CURVE SCHEDULE

CURVE	RADIUS	ARC	CHORD	CHORD BEARING
C1	9.00	4.88	4.82	N22°13'00"

LEGEND AND NOTES

- 1. CERTIFY THAT:
 - 1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, AND THE REGULATIONS MADE UNDER THEM.
 - 2. THIS SURVEY WAS COMPLETED ON THE 27th DAY OF SEPTEMBER, 2015
- DATE: APRIL 29, 2015
- ALL MONUMENTS SHOWN DUSILY OR ARE FROM BARS (B) UNLESS OTHERWISE NOTED.
 - DENOTES 25mm x 25mm x 1.2m STANDARD IRON BAR
 - DENOTES 125mm x 125mm x 0.8m SHOWN STANDARD IRON BAR
 - DENOTES 125mm IRON ROD WITH 0.8m IRON BAR
 - DENOTES 125mm IRON ROD WITH 0.8m IRON BAR
 - DENOTES 50mm x 50mm STEEL PIN
 - DENOTES SURVEY MONUMENT FOUND
 - DENOTES SURVEY MONUMENT SET AND MARKED 1744
 - DENOTES WITNESS OR EVIDENCE INSTRUMENTAL
 - DENOTES SET OR DENOTES MEASUREMENT
 - DENOTES DEED
 - DENOTES UNDESIGNED MONUMENT
 - DENOTES SET IN JAIL OF SRS'S WHERE THE PROBABILITY THAT UNDERGROUND UTILITIES EXIST.
 - DENOTES SET PROPORTIONALLY
 - DENOTES PLAN 12N-22842
 - DENOTES FIELD NOTES PER 1744, DETAIL PLAN 15, 20-1, MARK ORDER 4-25606
 - DENOTES FIELD NOTES PER 1744, DETAIL PLAN 17, 2008, MARK ORDER 4-24854
 - DENOTES VERHAEGEN STUBBSFIELD HARTLEY BREWER BEZARE INC. Q.L.S.
 - DENOTES JOAN & SHERIDAN INC. O.L.S.
 - DENOTES CLARK BROTHERS INC. O.L.S.
 - DENOTES MINISTRY OF TRANSPORTATION, ONTARIO

SURVEYOR'S CERTIFICATE

DATE: APRIL 29, 2015

Roy Jomard

URSULA DUBREY
 REPRESENTATIVE FOR THE LAND TITLE DIVISION OF ESSEX (12)

VERHAEGEN • STUBBSFIELD • HARTLEY • BREWER • BEZARE INC.

WINDSOR
 601 Olive Street
 WINDSOR, ONTARIO
 P.O. BOX 1775
 WINDSOR, ONTARIO
 P.O. BOX 1775

LEAMINGTON
 107 Olive Street
 WINDSOR, ONTARIO
 P.O. BOX 1775
 WINDSOR, ONTARIO
 P.O. BOX 1775

ONTARIO LAND SURVEYORS

www.VERHAEGEN.COM

MAP: 0565-4-29629 REC-00 C-MAGD-11-142 SUR FILE NO: C-4475

"METRIC" DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METERS AND MUST BE UNDERSTOOD TO FEET BY DIVIDING BY 3.2808

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE DATED SEPTEMBER 10, 2019

BETWEEN BUYER: 2186234 ONTARIO LIMITED WITH RIGHTS TO ASSIGN.

AND SELLER: BDO CANADA LIMITED, in its capacity as court-appointed receiver of ROYAL TIMBERS INC.

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated September 10, 2019, concerning the vacant land located on Banwell Road, City of Windsor, Ontario as more particularly described in the aforementioned Agreement.

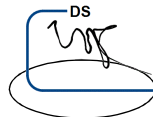
The Buyer(s) and Seller(s) herein agree to the following Amendments to Schedule C to the aforementioned Agreement:

DELETE:

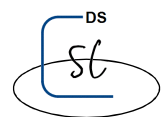
Permitted Encumbrances

- 4 Without limiting any other provisions of this Agreement, the Purchaser acknowledges that the Lands may be subject to the following, all of which the Purchaser agrees to accept and take title subject to and to complete the transaction contemplated by this Agreement without adjustments notwithstanding the existence of any of the following, and further agrees that the following shall not be vested out by the Approval and Vesting Order, as defined below, and further confirms that the Vendor shall not be obligated to take any actions in respect thereof:
- (a) the reservations, limitations, provisions and conditions expressed in the original Agreement from the Crown and all statutory exceptions to title;
 - (b) any registered restrictions or covenants that run with the Lands provided the same have been complied with in all material respects;
 - (c) any easements, rights of way, or right of re-entry in favour of a developer, not materially or adversely impairing the present use of the Lands;
 - (d) any agreements with municipal, utilities or public authorities provided the same have been complied with in all material respects;
 - (e) any minor encroachments which might be revealed by an up to date survey of the Lands;
 - (f) Instrument No. D37712178 – Application for First Registration;
 - (g) Instrument No. LT336126 – Bylaw;
 - (h) Instrument No. CE144181 – Transfer Easement;
 - (i) Instrument No. CE185377 – Application for Absolute Title;
 - (j) Instrument No. CE191966 – Notice – Subdivision Agreement;
 - (k) Instrument No. 12R22842 –Reference Plan ;
 - (l) Instrument No. 12R22922 –Reference Plan;

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



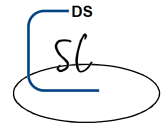
Amendment to Agreement of Purchase and Sale

- (m) Instrument No. CE267537 – Transfer Easement;
- (n) Instrument No. CE269223 – Transfer;
- (o) Instrument No. CE269224 – Transfer;
- (p) Instrument No. CE269225 – Transfer;
- (q) Instrument No. CE269226 – Transfer;
- (r) Instrument No. CE269227 – Transfer;
- (s) Instrument No. CE269228 – Transfer;
- (t) Instrument No. CE269392 – Transfer Easement;
- (u) Instrument No. CE277655 – Application Consolidate
- (v) Instrument No. CE287636 – Transfer;
- (w) Instrument No. CE447653 – Notice – Shared Parking Agreement;
- (x) Instrument No. CE447656 – Notice – Mutual Services Agreement;
- (y) Instrument No. CE449307 – LR’s Order;
- (z) Instrument No. CE828900 – Application to Consolidate;
- (aa) Instrument No. CE882405 – Transfer, Release and Abandonment;
- (bb) Instrument No. CE883362 – Transfer, Release and Abandonment;
- (cc) Instrument No. 12R27789 –Reference Plan;
- (dd) Notice – (new) Shared Parking Agreement (attached as **Schedule “D”** to this Agreement); and
- (ee) Notice – (new) Mutual Services Agreement (attached as **Schedule “E”** to this Agreement).

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):

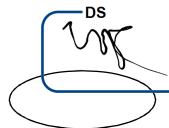


INSERT:

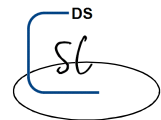
Permitted Encumbrances

- 4 Without limiting any other provisions of this Agreement, the Purchaser acknowledges that the Lands may be subject to the following, all of which the Purchaser agrees to accept and take title subject to and to complete the transaction contemplated by this Agreement without adjustments notwithstanding the existence of any of the following, and further agrees that the following shall not be vested out by the Approval and Vesting Order, as defined below, and further confirms that the Vendor shall not be obligated to take any actions in respect thereof:
- (a) the reservations, limitations, provisions and conditions expressed in the original Agreement from the Crown and all statutory exceptions to title;
 - (b) any registered restrictions or covenants that run with the Lands provided the same have been complied with in all material respects;
 - (c) any easements, rights of way, or right of re-entry in favour of a developer, not materially or adversely impairing the present use of the Lands;
 - (d) any agreements with municipal, utilities or public authorities provided the same have been complied with in all material respects;
 - (e) any minor encroachments which might be revealed by an up to date survey of the Lands;
 - (f) Instrument No. D37712178 – Application for First Registration;
 - (g) Instrument No. LT336126 – Bylaw;
 - (h) Instrument No. CE144181 – Transfer Easement;
 - (i) Instrument No. CE185377 – Application for Absolute Title;
 - (j) Instrument No. CE191966 – Notice – Subdivision Agreement;
 - (k) Instrument No. 12R22842 –Reference Plan ;
 - (l) Instrument No. 12R22922 –Reference Plan;
 - (m) Instrument No. CE267537 – Transfer Easement;
 - (n) Instrument No. CE269223 – Transfer;
 - (o) Instrument No. CE269224 – Transfer;

INITIALS OF BUYER(S):



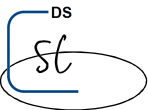
INITIALS OF SELLER(S):



Amendment to Agreement of Purchase and Sale

- (p) Instrument No. CE269225 – Transfer;
- (q) Instrument No. CE269226 – Transfer;
- (r) Instrument No. CE269227 – Transfer;
- (s) Instrument No. CE269228 – Transfer;
- (t) Instrument No. CE269392 – Transfer Easement;
- (u) Instrument No. CE277655 – Application Consolidate
- (v) Instrument No. CE287636 – Transfer;
- (w) Instrument No. CE449307 – LR's Order;
- (x) Instrument No. CE828900 – Application to Consolidate;
- (y) Instrument No. CE882405 – Transfer, Release and Abandonment;
- (z) Instrument No. CE883362 – Transfer, Release and Abandonment;
- (aa) Instrument No. 12R27789 – Reference Plan;
- (bb) Instrument No. CE992518 – Notice – Shared Parking Agreement (attached as **Schedule “D”** to this Agreement); and
- (cc) Instrument No. CE992517 – Notice – Mutual Services Agreement (attached as **Schedule “B”** to this Agreement).

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

seller until 6pm on 26th day of February 2021⁸³

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocably by ~~Buyer~~ after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor.

Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

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

SIGNED, SEALED AND DELIVERED in the presence of:

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

BDO Canada Limited, as Court-appointed Receiver of Royal Timbers Inc.

DocuSigned by:
Greg Barlow
814DAACE43E64D2...
(Witness)

DocuSigned by:
Steve Chemiak
138074272F45492...
Authorized Signing Officer

DATE 2021/02/25
(Seal) 2021-02-25 | 4:31 AM PST
DATE
(Seal)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:

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

2186234 Ontario Limited

(Witness)
DocuSigned by:
Greg Barlow
814DAACE43E64D2...

PER:
DocuSigned by:
[Signature]
Authorized Signing Officer

DATE 2021/02/25
(Seal) 2021-02-25 | 8:49 AM EST
DATE
(Seal)

The undersigned Spouse of the Seller hereby consents to the Amendments hereinbefore set out.

(Witness)

(Spouse)

DATE
(Seal)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Amendment to Agreement with all changes both typed and written was finally accepted by all parties at 2021-02-25 | 8:49 AM EST a.m./p.m. this day of October, 2020.

DocuSigned by:
[Signature]
Signature of Seller or Buyer

TOR01: 5545500: v1

APPENDIX H

PIN 01566-1012 (LT)

LAND
REGISTRY
OFFICE #12

01566-1012 (LT)

PAGE 1 OF 4
PREPARED FOR Karen001
ON 2021/02/25 AT 10:31:42

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

PROPERTY DESCRIPTION: PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 32, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; SUBJECT TO AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 6 TO 10, 17 TO 23, 25 AND 33 TO 36, PLAN 12R27789 AS IN CE986410; SUBJECT TO AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 IN FAVOUR OF PARTS 6 TO 10, 17 TO 23, 25 AND 33 TO 36, PLAN 12R27789 AS IN CE986410; SUBJECT TO AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 IN FAVOUR OF PARTS 6 TO 10 AND 33 TO 36, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER BLOCK 123, DESIGNATED AS PART 27, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF PARTS 5 AND 32, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PARTS 5 AND 32, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PARTS 5 AND 32, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR

PROPERTY REMARKS: SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE986396. SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE986397. SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE986410. SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE985268. PLANNING ACT CONSENT IN DOCUMENT CE902036. PLANNING ACT CONSENT IN DOCUMENT CE986396. PLANNING ACT CONSENT IN DOCUMENT CE986397. PLANNING ACT CONSENT IN DOCUMENT CE986410.

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
DIVISION FROM 01566-0996

PIN CREATION DATE:
2021/02/17

OWNERS' NAMES
ROYAL TIMBERS INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2021/02/17 **						
D37712178	1991/12/18	APL (GENERAL)		SEE DOCUMENT	E & E BUILDERS LIMITED DI MAMBRO & MANCINI CONSTRUCTION LTD.	C
REMARKS: FIRST REGISTRATION CORRECTIONS: 'PARTY' CHANGED FROM 'DI MANCINI CONSTRUCTION LTD.' TO 'DI MAMBRO & MANCINI CONSTRUCTIONLTD.' ON 1997/01/06 BY LEN MARENTETTE. 'PARTY' CHANGED FROM 'DI MAMBRO & MANCINI CONSTRUCTIONLTD.' TO 'DI MAMBRO & MANCINI CONSTRUCTION LTD.' ON 1997/01/06 BY LEN MARENTETTE.						
LT336126	2002/02/05	BYLAW		THE CORPORATION OF THE CITY OF WINDSOR		C
REMARKS: TO CLOSE, STOP UP, AND CONVEY PART OF (OLD) BANWELL ROAD, SOUTH OF TECUMSEH ROAD EAST, PTS 7-14 INCL PL 12R-19305						
CE144181	2005/05/04	TRANSFER EASEMENT	\$3,760	D'AMORE, PAT	THE CORPORATION OF THE CITY OF WINDSOR THE WINDSOR UTILITIES COMMISSION-WATER DIVISION ENWIN POWERLINES LIMITED	C

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

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REGISTRY
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01566-1012 (LT)

PREPARED FOR Karen001
ON 2021/02/25 AT 10:31:42

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
CE163177	2005/08/10	CHARGE	\$8,000,000	BANWELL DEVELOPMENT CORPORATION	UNION GAS LIMITED BELL CANADA COGECO CABLE SYSTEMS INC.	C
	<i>REMARKS: AFFECTS SECONDLY, THIRDLY, FOURTHLY, FIFTHLY, SIXTHLY & SEVENTHLY</i>					
CE185377	2005/11/29	APL ABSOLUTE TITLE		BANWELL DEVELOPMENT CORPORATION		C
CE191966	2006/01/04	NO SUB AGREEMENT		THE CORPORATION OF THE CITY OF WINDSOR	BANWELL DEVELOPMENT CORPORATION	C
	<i>REMARKS: PT 2 PL 12R-22356</i>					
CE269243	2007/04/24	CHARGE	\$252,693	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
	<i>REMARKS: AFFECTS FIRSTLY</i>					
CE269244	2007/04/24	CHARGE	\$103,706	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
	<i>REMARKS: AFFECTS SECONDLY</i>					
CE269246	2007/04/24	CHARGE	\$289,209	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
	<i>REMARKS: AFFECTS THIRDLY</i>					
CE269247	2007/04/24	CHARGE	\$96,403	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
	<i>REMARKS: AFFECTS FOURTHLY</i>					
CE269248	2007/04/24	CHARGE	\$83,257	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
	<i>REMARKS: AFFECTS FIFTHLY</i>					
CE269250	2007/04/24	CHARGE	\$194,267	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
	<i>REMARKS: AFFECTS SIXTHLY</i>					
CE269253	2007/04/24	CHARGE	\$201,570	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
	<i>REMARKS: AFFECTS SEVENTHLY</i>					
CE286717	2007/08/08	CONSTRUCTION LIEN	\$385,450	J. LEPERA CONTRACTING INC.		C
CE292456	2007/09/12	CERTIFICATE		SUPERIOR COURT OF JUSTICE	J. LEPERA CONTRACTING INC.	C

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

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REGISTRY
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ON 2021/02/25 AT 10:31:42

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
CE297633	2007/10/12	CONSTRUCTION LIEN	\$42,828	J. LEPERA CONTRACTING INC.		C
CE297634	2007/10/12	CONSTRUCTION LIEN	\$44,778	J. LEPERA CONTRACTING INC.		C
CE304400	2007/11/23	CERTIFICATE REMARKS: CE297634		SUPERIOR COURT OF JUSTICE	J. LEPERA CONTRACTING INC.	C
CE304401	2007/11/23	CERTIFICATE REMARKS: CE297633		SUPERIOR COURT OF JUSTICE	J. LEPERA CONTRACTING INC.	C
CE447653	2010/11/02	NOTICE		ROYAL TIMBERS INC.	2248144 ONTARIO LIMITED	C
CE447656	2010/11/02	NOTICE		ROYAL TIMBERS INC.	2248144 ONTARIO LIMITED	C
CE569187	2013/06/18	APL COURT ORDER		SUPERIOR COURT OF JUSTICE	BDO CANADA LIMITED	C
CE714324	2016/05/25	TRANSMISSION CHARGE REMARKS: CE269253.		D'AMORE, PATRICK	D'AMORE, SCOTT	C
CE714326	2016/05/25	TRANSMISSION CHARGE REMARKS: CE269247.		D'AMORE, PATRICK	D'AMORE, SCOTT	C
CE714327	2016/05/25	TRANSMISSION CHARGE REMARKS: CE269248.		D'AMORE, PATRICK	D'AMORE, SCOTT	C
CE714329	2016/05/25	TRANSMISSION CHARGE REMARKS: CE269244.		D'AMORE, PATRICK	D'AMORE, SCOTT	C
CE714330	2016/05/25	TRANSMISSION CHARGE REMARKS: CE269246.		D'AMORE, PATRICK	D'AMORE, SCOTT	C
CE714331	2016/05/25	TRANSMISSION CHARGE REMARKS: CE269243.		D'AMORE, PATRICK	D'AMORE, SCOTT	C
CE714332	2016/05/25	TRANSMISSION CHARGE REMARKS: CE269250.		D'AMORE, PATRICK	D'AMORE, SCOTT	C
CE715026	2016/05/30	TRANSFER OF CHARGE		SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, SCOTT	WINDSOR FAMILY CREDIT UNION LIMITED	C
12R27789	2019/05/14	PLAN REFERENCE				C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
CE986396	2021/01/20	TRANSFER EASEMENT		ROYAL TIMBERS INC.	2248144 ONTARIO LIMITED	C
CE986397	2021/01/20	TRANSFER EASEMENT		ROYAL TIMBERS INC.	838605 ONTARIO LIMITED	C
CE986410	2021/01/20	TRANSFER		ROYAL TIMBERS INC.	ROYAL TIMBERS INC.	C
CE992517	2021/02/24	NOTICE		BDO CANADA LIMITED, SOLELY IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF ROYAL TIMBERS INC.		
CE992518	2021/02/24	NOTICE		BDO CANADA LIMITED, SOLELY IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF ROYAL TIMBERS INC.		

PIN 01566-1013 (LT)

LAND
REGISTRY
OFFICE #12

01566-1013 (LT)

PREPARED FOR Karen001
ON 2021/02/25 AT 10:33:12

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

PROPERTY DESCRIPTION:

PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 6, 17 AND 33, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 33, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PARTS 6 AND 33, PLAN 12R27789) AS IN CE986410; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 12R27789 IN FAVOUR OF PARTS 5, 7 TO 10, 16, 18 TO 23, 25, 32, 34 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986411; SUBJECT TO AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 IN FAVOUR OF PARTS 5, 7 TO 10, 16, 18 TO 23, 25, 32, 34 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986411; SUBJECT TO AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 IN FAVOUR OF PARTS 5, 7 TO 10, 32 AND 34 TO 36, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (INFAVOUR OF PARTS 6 AND 33, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PARTS 6 AND 33, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR

PROPERTY REMARKS:

SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE986396. SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE986397. SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE986411. SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE985268. PLANNING ACT CONSENT IN DOCUMENT CE902036. PLANNING ACT CONSENT IN DOCUMENT CE986396. PLANNING ACT CONSENT IN DOCUMENT CE986397. PLANNING ACT CONSENT IN DOCUMENT CE986411.

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

DIVISION FROM 01566-0996

PIN CREATION DATE:

2021/02/17

OWNERS' NAMES

ROYAL TIMBERS INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND	DELETED INSTRUMENTS	SINCE 2021/02/17 **		
D37712178	1991/12/18	APL (GENERAL)		SEE DOCUMENT	E & E BUILDERS LIMITED DI MAMBRO & MANCINI CONSTRUCTION LTD.	C
		REMARKS: FIRST REGISTRATION				
		CORRECTIONS: 'PARTY' CHANGED FROM 'DI MANCINI CONSTRUCTION LTD.'				
		CHANGED FROM 'DI MAMBRO & MANCINI CONSTRUCTIONLTD.'				
		TO 'DI MAMBRO & MANCINI CONSTRUCTION LTD.' ON 1997/01/06 BY LEN MARENTETTE.				
LT336126	2002/02/05	BYLAW		THE CORPORATION OF THE CITY OF WINDSOR		C
		REMARKS: TO CLOSE, STOP UP, AND CONVEY PART OF (OLD) BANWELL ROAD, SOUTH OF TECUMSEH ROAD EAST, PTS 7-14 INCL PL 12R-19305				
CE144181	2005/05/04	TRANSFER EASEMENT	\$3,760	D'AMORE, PAT	THE CORPORATION OF THE CITY OF WINDSOR THE WINDSOR UTILITIES COMMISSION-WATER DIVISION ENWIN POWERLINES LIMITED UNION GAS LIMITED BELL CANADA	C

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

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
CE163177	2005/08/10	CHARGE	\$8,000,000	BANWELL DEVELOPMENT CORPORATION	COGECO CABLE SYSTEMS INC. BANK OF MONTREAL	C
		<i>REMARKS: AFFECTS SECONDLY, THIRDLY, FOURTHLY, FIFTHLY, SIXTHLY & SEVENTHLY</i>				
CE185377	2005/11/29	APL ABSOLUTE TITLE		BANWELL DEVELOPMENT CORPORATION		C
CE191966	2006/01/04	NO SUB AGREEMENT		THE CORPORATION OF THE CITY OF WINDSOR	BANWELL DEVELOPMENT CORPORATION	C
		<i>REMARKS: PT 2 PL 12R-22356</i>				
CE269243	2007/04/24	CHARGE	\$252,693	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
		<i>REMARKS: AFFECTS FIRSTLY</i>				
CE269244	2007/04/24	CHARGE	\$103,706	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
		<i>REMARKS: AFFECTS SECONDLY</i>				
CE269246	2007/04/24	CHARGE	\$289,209	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
		<i>REMARKS: AFFECTS THIRDLY</i>				
CE269247	2007/04/24	CHARGE	\$96,403	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
		<i>REMARKS: AFFECTS FOURTHLY</i>				
CE269248	2007/04/24	CHARGE	\$83,257	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
		<i>REMARKS: AFFECTS FIFTHLY</i>				
CE269250	2007/04/24	CHARGE	\$194,267	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
		<i>REMARKS: AFFECTS SIXTHLY</i>				
CE269253	2007/04/24	CHARGE	\$201,570	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
		<i>REMARKS: AFFECTS SEVENTHLY</i>				
CE286717	2007/08/08	CONSTRUCTION LIEN	\$385,450	J. LEPERA CONTRACTING INC.		C
CE292456	2007/09/12	CERTIFICATE		SUPERIOR COURT OF JUSTICE	J. LEPERA CONTRACTING INC.	C
CE297633	2007/10/12	CONSTRUCTION LIEN	\$42,828	J. LEPERA CONTRACTING INC.		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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LAND
REGISTRY
OFFICE #12

01566-1013 (LT)

PREPARED FOR Karen001
ON 2021/02/25 AT 10:33:12

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
CE297634	2007/10/12	CONSTRUCTION LIEN	\$44,778	J. LEPERA CONTRACTING INC.		C
CE304400	2007/11/23	CERTIFICATE <i>REMARKS: CE297634</i>		SUPERIOR COURT OF JUSTICE	J. LEPERA CONTRACTING INC.	C
CE304401	2007/11/23	CERTIFICATE <i>REMARKS: CE297633</i>		SUPERIOR COURT OF JUSTICE	J. LEPERA CONTRACTING INC.	C
CE447653	2010/11/02	NOTICE		ROYAL TIMBERS INC.	2248144 ONTARIO LIMITED	C
CE447656	2010/11/02	NOTICE		ROYAL TIMBERS INC.	2248144 ONTARIO LIMITED	C
CE569187	2013/06/18	APL COURT ORDER		SUPERIOR COURT OF JUSTICE	BDO CANADA LIMITED	C
CE714324	2016/05/25	TRANSMISSION CHARGE <i>REMARKS: CE269253.</i>		D'AMORE, PATRICK	D'AMORE, SCOTT	C
CE714326	2016/05/25	TRANSMISSION CHARGE <i>REMARKS: CE269247.</i>		D'AMORE, PATRICK	D'AMORE, SCOTT	C
CE714327	2016/05/25	TRANSMISSION CHARGE <i>REMARKS: CE269248.</i>		D'AMORE, PATRICK	D'AMORE, SCOTT	C
CE714329	2016/05/25	TRANSMISSION CHARGE <i>REMARKS: CE269244.</i>		D'AMORE, PATRICK	D'AMORE, SCOTT	C
CE714330	2016/05/25	TRANSMISSION CHARGE <i>REMARKS: CE269246.</i>		D'AMORE, PATRICK	D'AMORE, SCOTT	C
CE714331	2016/05/25	TRANSMISSION CHARGE <i>REMARKS: CE269243.</i>		D'AMORE, PATRICK	D'AMORE, SCOTT	C
CE714332	2016/05/25	TRANSMISSION CHARGE <i>REMARKS: CE269250.</i>		D'AMORE, PATRICK	D'AMORE, SCOTT	C
CE715026	2016/05/30	TRANSFER OF CHARGE		SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, SCOTT	WINDSOR FAMILY CREDIT UNION LIMITED	C
12R27789	2019/05/14	PLAN REFERENCE				C
CE986396	2021/01/20	TRANSFER EASEMENT		ROYAL TIMBERS INC.	2248144 ONTARIO LIMITED	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PREPARED FOR Karen001
ON 2021/02/25 AT 10:33:12

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
CE986397	2021/01/20	TRANSFER EASEMENT		ROYAL TIMBERS INC.	838605 ONTARIO LIMITED	C
CE986411	2021/01/20	TRANSFER		ROYAL TIMBERS INC.	ROYAL TIMBERS INC.	C
CE992517	2021/02/24	NOTICE		BDO CANADA LIMITED, SOLELY IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF ROYAL TIMBERS INC.		
CE992518	2021/02/24	NOTICE		BDO CANADA LIMITED, SOLELY IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF ROYAL TIMBERS INC.		

PIN 01566-1014 (LT)

LAND
REGISTRY
OFFICE #12

01566-1014 (LT)

PREPARED FOR Karen001
ON 2021/02/25 AT 10:34:57

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

PROPERTY DESCRIPTION:

PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PARTS 34 AND 35, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PARTS 19, 25 AND 35, PLAN 12R27789 AS IN CE269392; SUBJECT TO AN EASEMENT OVER PARTS 18, 19 AND 25, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 (IN FAVOUR OF PARTS 7, 18, 19, 34 AND 35, PLAN 12R27789) AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R278180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF 7, 34 AND 35, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF PARTS 7, 34 AND 35, PLAN 12R27789) AS IN CE986411; SUBJECT TO AN EASEMENT OVER PARTS 18 AND 18, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 8 TO 10, 16, 17, 20 TO 23, 32, 33, 36 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986412; SUBJECT TO AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 8 TO 10, 16, 17, 20 TO 23, 32, 33, 36 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986412; SUBJECT TO AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 8 TO 10, 32, 33 AND 36 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER BLOCK 123, PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20, 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PARTS 7, 34 AND 35, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR

PROPERTY REMARKS:

SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE986396. SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE986397. SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE986412. SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE985268. PLANNING ACT CONSENT IN DOCUMENT CE902036. PLANNING ACT CONSENT IN DOCUMENT CE986396. PLANNING ACT CONSENT IN DOCUMENT CE986397. PLANNING ACT CONSENT IN DOCUMENT CE986412.

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

DIVISION FROM 01566-0996

PIN CREATION DATE:

2021/02/17

OWNERS' NAMES

ROYAL TIMBERS INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND	DELETED INSTRUMENTS	SINCE 2021/02/17 **		
D37712178	1991/12/18	APL (GENERAL)		SEE DOCUMENT	E & E BUILDERS LIMITED DI MAMBRO & MANCINI CONSTRUCTION LTD.	C
		REMARKS: FIRST REGISTRATION				
		CORRECTIONS: 'PARTY' CHANGED FROM 'DI MANCINI CONSTRUCTION LTD.'			TO 'DI MAMBRO & MANCINI CONSTRUCTION LTD.' ON 1997/01/06 BY LEN MARENTETTE.	
		CHANGED FROM 'DI MAMBRO & MANCINI CONSTRUCTION LTD.'			TO 'DI MAMBRO & MANCINI CONSTRUCTION LTD.' ON 1997/01/06 BY LEN MARENTETTE.	
LT336126	2002/02/05	BYLAW		THE CORPORATION OF THE CITY OF WINDSOR		C
		REMARKS: TO CLOSE, STOP UP, AND CONVEY PART OF (OLD) BANWELL ROAD, SOUTH OF TECUMSEH ROAD EAST, PTS 7-14 INCL PL 12R-19305				
CE144181	2005/05/04	TRANSFER EASEMENT	\$3,760	D'AMORE, PAT	THE CORPORATION OF THE CITY OF WINDSOR THE WINDSOR UTILITIES COMMISSION-WATER DIVISION ENWIN POWERLINES LIMITED UNION GAS LIMITED	C

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

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

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REGISTRY
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01566-1014 (LT)

PREPARED FOR Karen001
ON 2021/02/25 AT 10:34:57

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
CE163177	2005/08/10	CHARGE	\$8,000,000	BANWELL DEVELOPMENT CORPORATION	BELL CANADA COGECO CABLE SYSTEMS INC.	C
	REMARKS: AFFECTS SECONDLY, THIRDLY, FOURTHLY, FIFTHLY, SIXTHLY & SEVENTHLY				BANK OF MONTREAL	
CE185377	2005/11/29	APL ABSOLUTE TITLE		BANWELL DEVELOPMENT CORPORATION		C
CE191966	2006/01/04	NO SUB AGREEMENT		THE CORPORATION OF THE CITY OF WINDSOR	BANWELL DEVELOPMENT CORPORATION	C
	REMARKS: PT 2 PL 12R-22356					
CE269243	2007/04/24	CHARGE	\$252,693	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
	REMARKS: AFFECTS FIRSTLY					
CE269244	2007/04/24	CHARGE	\$103,706	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
	REMARKS: AFFECTS SECONDLY					
CE269246	2007/04/24	CHARGE	\$289,209	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
	REMARKS: AFFECTS THIRDLY					
CE269247	2007/04/24	CHARGE	\$96,403	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
	REMARKS: AFFECTS FOURTHLY					
CE269248	2007/04/24	CHARGE	\$83,257	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
	REMARKS: AFFECTS FIFTHLY					
CE269250	2007/04/24	CHARGE	\$194,267	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
	REMARKS: AFFECTS SIXTHLY					
CE269253	2007/04/24	CHARGE	\$201,570	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
	REMARKS: AFFECTS SEVENTHLY					
CE269392	2007/04/25	TRANSFER EASEMENT	\$1	ROYAL TIMBERS INC.	BELL CANADA	C
CE286717	2007/08/08	CONSTRUCTION LIEN	\$385,450	J. LEPERA CONTRACTING INC.		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
CE292456	2007/09/12	CERTIFICATE		SUPERIOR COURT OF JUSTICE	J. LEPERA CONTRACTING INC.	C
CE297633	2007/10/12	CONSTRUCTION LIEN	\$42,828	J. LEPERA CONTRACTING INC.		C
CE297634	2007/10/12	CONSTRUCTION LIEN	\$44,778	J. LEPERA CONTRACTING INC.		C
CE304400	2007/11/23	CERTIFICATE		SUPERIOR COURT OF JUSTICE	J. LEPERA CONTRACTING INC.	C
		REMARKS: CE297634				
CE304401	2007/11/23	CERTIFICATE		SUPERIOR COURT OF JUSTICE	J. LEPERA CONTRACTING INC.	C
		REMARKS: CE297633				
CE447653	2010/11/02	NOTICE		ROYAL TIMBERS INC.	2248144 ONTARIO LIMITED	C
CE447656	2010/11/02	NOTICE		ROYAL TIMBERS INC.	2248144 ONTARIO LIMITED	C
CE569187	2013/06/18	APL COURT ORDER		SUPERIOR COURT OF JUSTICE	BDO CANADA LIMITED	C
CE714324	2016/05/25	TRANSMISSION CHARGE		D'AMORE, PATRICK	D'AMORE, SCOTT	C
		REMARKS: CE269253.				
CE714326	2016/05/25	TRANSMISSION CHARGE		D'AMORE, PATRICK	D'AMORE, SCOTT	C
		REMARKS: CE269247.				
CE714327	2016/05/25	TRANSMISSION CHARGE		D'AMORE, PATRICK	D'AMORE, SCOTT	C
		REMARKS: CE269248.				
CE714329	2016/05/25	TRANSMISSION CHARGE		D'AMORE, PATRICK	D'AMORE, SCOTT	C
		REMARKS: CE269244.				
CE714330	2016/05/25	TRANSMISSION CHARGE		D'AMORE, PATRICK	D'AMORE, SCOTT	C
		REMARKS: CE269246.				
CE714331	2016/05/25	TRANSMISSION CHARGE		D'AMORE, PATRICK	D'AMORE, SCOTT	C
		REMARKS: CE269243.				
CE714332	2016/05/25	TRANSMISSION CHARGE		D'AMORE, PATRICK	D'AMORE, SCOTT	C
		REMARKS: CE269250.				
CE715026	2016/05/30	TRANSFER OF CHARGE		SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, SCOTT	WINDSOR FAMILY CREDIT UNION LIMITED	C
12R27789	2019/05/14	PLAN REFERENCE				C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
CE986396	2021/01/20	TRANSFER EASEMENT		ROYAL TIMBERS INC.	2248144 ONTARIO LIMITED	C
CE986397	2021/01/20	TRANSFER EASEMENT		ROYAL TIMBERS INC.	838605 ONTARIO LIMITED	C
CE986412	2021/01/20	TRANSFER		ROYAL TIMBERS INC.	ROYAL TIMBERS INC.	C
CE992517	2021/02/24	NOTICE		BDO CANADA LIMITED, SOLELY IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF ROYAL TIMBERS INC.		
CE992518	2021/02/24	NOTICE		BDO CANADA LIMITED, SOLELY IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF ROYAL TIMBERS INC.		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PIN 01566-1015 (LT)

LAND
REGISTRY
OFFICE #12

01566-1015 (LT)

PREPARED FOR Karen001
ON 2021/02/25 AT 10:36:05

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

PROPERTY DESCRIPTION:

PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 8, 20 AND 36, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 36, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R27789 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PARTS 8 AND 36, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF 8 AND 36, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PARTS 8 AND 36, PLAN 12R27789) AS IN CE986412; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 7, 9, 10, 16 TO 19, 21 TO 23, 25, 32 TO 35, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986413; SUBJECT TO AN EASEMENT OVER PARTS 20 AND 36, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 7, 9, 10, 16 TO 19, 21 TO 23, 25, 32 TO 35, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986413; SUBJECT TO AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 7, 9, 10, 32, 33, 34 AND 35, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR

PROPERTY REMARKS:

SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE986396. SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE986397. SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE986413. SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE985268. PLANNING ACT CONSENT IN DOCUMENT CE902036. PLANNING ACT CONSENT IN DOCUMENT CE986396. PLANNING ACT CONSENT IN DOCUMENT CE986397. PLANNING ACT CONSENT IN DOCUMENT CE986413.

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

DIVISION FROM 01566-0996

PIN CREATION DATE:

2021/02/17

OWNERS' NAMES

ROYAL TIMBERS INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND	DELETED INSTRUMENTS	SINCE 2021/02/17 **		
D37712178	1991/12/18	APL (GENERAL)		SEE DOCUMENT	E & E BUILDERS LIMITED DI MAMBRO & MANCINI CONSTRUCTION LTD.	C
		REMARKS: FIRST REGISTRATION				
		CORRECTIONS: 'PARTY' CHANGED FROM 'DI MANCINI CONSTRUCTION LTD.'				
		CHANGED FROM 'DI MAMBRO & MANCINI CONSTRUCTIONLTD.'				
		TO 'DI MAMBRO & MANCINI CONSTRUCTION LTD.' ON 1997/01/06 BY LEN MARENTETTE.				
LT336126	2002/02/05	BYLAW		THE CORPORATION OF THE CITY OF WINDSOR		C
		REMARKS: TO CLOSE, STOP UP, AND CONVEY PART OF (OLD) BANWELL ROAD, SOUTH OF TECUMSEH ROAD EAST, PTS 7-14 INCL PL 12R-19305				
CE144181	2005/05/04	TRANSFER EASEMENT	\$3,760	D'AMORE, PAT	THE CORPORATION OF THE CITY OF WINDSOR THE WINDSOR UTILITIES COMMISSION-WATER DIVISION ENWIN POWERLINES LIMITED UNION GAS LIMITED BELL CANADA	C

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

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REGISTRY
OFFICE #12

01566-1015 (LT)

PREPARED FOR Karen001
ON 2021/02/25 AT 10:36:05

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
CE163177	2005/08/10	CHARGE	\$8,000,000	BANWELL DEVELOPMENT CORPORATION	COGECO CABLE SYSTEMS INC. BANK OF MONTREAL	C
		<i>REMARKS: AFFECTS SECONDLY, THIRDLY, FOURTHLY, FIFTHLY, SIXTHLY & SEVENTHLY</i>				
CE185377	2005/11/29	APL ABSOLUTE TITLE		BANWELL DEVELOPMENT CORPORATION		C
CE191966	2006/01/04	NO SUB AGREEMENT		THE CORPORATION OF THE CITY OF WINDSOR	BANWELL DEVELOPMENT CORPORATION	C
		<i>REMARKS: PT 2 PL 12R-22356</i>				
CE269243	2007/04/24	CHARGE	\$252,693	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
		<i>REMARKS: AFFECTS FIRSTLY</i>				
CE269244	2007/04/24	CHARGE	\$103,706	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
		<i>REMARKS: AFFECTS SECONDLY</i>				
CE269246	2007/04/24	CHARGE	\$289,209	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
		<i>REMARKS: AFFECTS THIRDLY</i>				
CE269247	2007/04/24	CHARGE	\$96,403	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
		<i>REMARKS: AFFECTS FOURTHLY</i>				
CE269248	2007/04/24	CHARGE	\$83,257	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
		<i>REMARKS: AFFECTS FIFTHLY</i>				
CE269250	2007/04/24	CHARGE	\$194,267	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
		<i>REMARKS: AFFECTS SIXTHLY</i>				
CE269253	2007/04/24	CHARGE	\$201,570	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
		<i>REMARKS: AFFECTS SEVENTHLY</i>				
CE286717	2007/08/08	CONSTRUCTION LIEN	\$385,450	J. LEPERA CONTRACTING INC.		C
CE292456	2007/09/12	CERTIFICATE		SUPERIOR COURT OF JUSTICE	J. LEPERA CONTRACTING INC.	C
CE297633	2007/10/12	CONSTRUCTION LIEN	\$42,828	J. LEPERA CONTRACTING INC.		C

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

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REGISTRY
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PREPARED FOR Karen001
ON 2021/02/25 AT 10:36:05

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
CE297634	2007/10/12	CONSTRUCTION LIEN	\$44,778	J. LEPERA CONTRACTING INC.		C
CE304400	2007/11/23	CERTIFICATE		SUPERIOR COURT OF JUSTICE	J. LEPERA CONTRACTING INC.	C
		REMARKS: CE297634				
CE304401	2007/11/23	CERTIFICATE		SUPERIOR COURT OF JUSTICE	J. LEPERA CONTRACTING INC.	C
		REMARKS: CE297633				
CE447653	2010/11/02	NOTICE		ROYAL TIMBERS INC.	2248144 ONTARIO LIMITED	C
CE447656	2010/11/02	NOTICE		ROYAL TIMBERS INC.	2248144 ONTARIO LIMITED	C
CE569187	2013/06/18	APL COURT ORDER		SUPERIOR COURT OF JUSTICE	BDO CANADA LIMITED	C
CE714324	2016/05/25	TRANSMISSION CHARGE		D'AMORE, PATRICK	D'AMORE, SCOTT	C
		REMARKS: CE269253.				
CE714326	2016/05/25	TRANSMISSION CHARGE		D'AMORE, PATRICK	D'AMORE, SCOTT	C
		REMARKS: CE269247.				
CE714327	2016/05/25	TRANSMISSION CHARGE		D'AMORE, PATRICK	D'AMORE, SCOTT	C
		REMARKS: CE269248.				
CE714329	2016/05/25	TRANSMISSION CHARGE		D'AMORE, PATRICK	D'AMORE, SCOTT	C
		REMARKS: CE269244.				
CE714330	2016/05/25	TRANSMISSION CHARGE		D'AMORE, PATRICK	D'AMORE, SCOTT	C
		REMARKS: CE269246.				
CE714331	2016/05/25	TRANSMISSION CHARGE		D'AMORE, PATRICK	D'AMORE, SCOTT	C
		REMARKS: CE269243.				
CE714332	2016/05/25	TRANSMISSION CHARGE		D'AMORE, PATRICK	D'AMORE, SCOTT	C
		REMARKS: CE269250.				
CE715026	2016/05/30	TRANSFER OF CHARGE		SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, SCOTT	WINDSOR FAMILY CREDIT UNION LIMITED	C
12R27789	2019/05/14	PLAN REFERENCE				C
CE986396	2021/01/20	TRANSFER EASEMENT		ROYAL TIMBERS INC.	2248144 ONTARIO LIMITED	C

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

LAND
REGISTRY
OFFICE #12

01566-1015 (LT)

PREPARED FOR Karen001
ON 2021/02/25 AT 10:36:05

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
CE986397	2021/01/20	TRANSFER EASEMENT		ROYAL TIMBERS INC.	838605 ONTARIO LIMITED	C
CE986413	2021/01/20	TRANSFER		ROYAL TIMBERS INC.	ROYAL TIMBERS INC.	C
CE992517	2021/02/24	NOTICE		BDO CANADA LIMITED, SOLELY IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF ROYAL TIMBERS INC.		
CE992518	2021/02/24	NOTICE		BDO CANADA LIMITED, SOLELY IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF ROYAL TIMBERS INC.		

PIN 01566-1016 (LT)

LAND
REGISTRY
OFFICE #12

01566-1016 (LT)

PREPARED FOR Karen001
ON 2021/02/25 AT 10:37:01

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

PROPERTY DESCRIPTION:

PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 9 AND 21, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 AND 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986413; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 8, 10, 16 TO 20, 22, 23, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986414; SUBJECT TO AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 8, 10, 16 TO 20, 22, 23, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986414; SUBJECT TO AN EASEMENT OVER PART 9, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 8, 10, 16 TO 20, 22, 23, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR

PROPERTY REMARKS:

SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE985268. SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE986396. SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE986397. SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE986414. PLANNING ACT CONSENT IN DOCUMENT CE902036. PLANNING ACT CONSENT IN DOCUMENT CE986396. PLANNING ACT CONSENT IN DOCUMENT CE986397. PLANNING ACT CONSENT IN DOCUMENT CE986414.

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

DIVISION FROM 01566-0996

PIN CREATION DATE:

2021/02/17

OWNERS' NAMES

ROYAL TIMBERS INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2021/02/17 **						
D37712178	1991/12/18	APL (GENERAL)		SEE DOCUMENT	E & E BUILDERS LIMITED DI MAMBRO & MANCINI CONSTRUCTION LTD.	C
		REMARKS: FIRST REGISTRATION CORRECTIONS: 'PARTY' CHANGED FROM 'DI MANCINI CONSTRUCTION LTD.' TO 'DI MAMBRO & MANCINI CONSTRUCTIONLTD.' ON 1997/01/06 BY LEN MARENTETTE. 'PARTY' CHANGED FROM 'DI MAMBRO & MANCINI CONSTRUCTIONLTD.' TO 'DI MAMBRO & MANCINI CONSTRUCTION LTD.' ON 1997/01/06 BY LEN MARENTETTE.				
LT336126	2002/02/05	BYLAW		THE CORPORATION OF THE CITY OF WINDSOR		C
		REMARKS: TO CLOSE, STOP UP, AND CONVEY PART OF (OLD) BANWELL ROAD, SOUTH OF TECUMSEH ROAD EAST, PTS 7-14 INCL PL 12R-19305				
CE163177	2005/08/10	CHARGE	\$8,000,000	BANWELL DEVELOPMENT CORPORATION	BANK OF MONTREAL	C
		REMARKS: AFFECTS SECONDLY, THIRDLY, FOURTHLY, FIFTHLY, SIXTHLY & SEVENTHLY				
CE185377	2005/11/29	APL ABSOLUTE TITLE		BANWELL DEVELOPMENT CORPORATION		C

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REGISTRY
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01566-1016 (LT)

PREPARED FOR Karen001
ON 2021/02/25 AT 10:37:01

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
CE191966	2006/01/04	NO SUB AGREEMENT <i>REMARKS: PT 2 PL 12R-22356</i>		THE CORPORATION OF THE CITY OF WINDSOR	BANWELL DEVELOPMENT CORPORATION	C
CE269243	2007/04/24	CHARGE <i>REMARKS: AFFECTS FIRSTLY</i>	\$252,693	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
CE269244	2007/04/24	CHARGE <i>REMARKS: AFFECTS SECONDLY</i>	\$103,706	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
CE269246	2007/04/24	CHARGE <i>REMARKS: AFFECTS THIRDLY</i>	\$289,209	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
CE269247	2007/04/24	CHARGE <i>REMARKS: AFFECTS FOURTHLY</i>	\$96,403	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
CE269248	2007/04/24	CHARGE <i>REMARKS: AFFECTS FIFTHLY</i>	\$83,257	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
CE269250	2007/04/24	CHARGE <i>REMARKS: AFFECTS SIXTHLY</i>	\$194,267	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
CE269253	2007/04/24	CHARGE <i>REMARKS: AFFECTS SEVENTHLY</i>	\$201,570	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
CE286717	2007/08/08	CONSTRUCTION LIEN	\$385,450	J. LEPERA CONTRACTING INC.		C
CE292456	2007/09/12	CERTIFICATE		SUPERIOR COURT OF JUSTICE	J. LEPERA CONTRACTING INC.	C
CE297633	2007/10/12	CONSTRUCTION LIEN	\$42,828	J. LEPERA CONTRACTING INC.		C
CE297634	2007/10/12	CONSTRUCTION LIEN	\$44,778	J. LEPERA CONTRACTING INC.		C
CE304400	2007/11/23	CERTIFICATE <i>REMARKS: CE297634</i>		SUPERIOR COURT OF JUSTICE	J. LEPERA CONTRACTING INC.	C
CE304401	2007/11/23	CERTIFICATE		SUPERIOR COURT OF JUSTICE	J. LEPERA CONTRACTING INC.	C

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PREPARED FOR Karen001
ON 2021/02/25 AT 10:37:01

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
		REMARKS: CE297633				
CE447653	2010/11/02	NOTICE		ROYAL TIMBERS INC.	2248144 ONTARIO LIMITED	C
CE447656	2010/11/02	NOTICE		ROYAL TIMBERS INC.	2248144 ONTARIO LIMITED	C
CE569187	2013/06/18	APL COURT ORDER		SUPERIOR COURT OF JUSTICE	BDO CANADA LIMITED	C
CE714324	2016/05/25	TRANSMISSION CHARGE		D'AMORE, PATRICK	D'AMORE, SCOTT	C
		REMARKS: CE269253.				
CE714326	2016/05/25	TRANSMISSION CHARGE		D'AMORE, PATRICK	D'AMORE, SCOTT	C
		REMARKS: CE269247.				
CE714327	2016/05/25	TRANSMISSION CHARGE		D'AMORE, PATRICK	D'AMORE, SCOTT	C
		REMARKS: CE269248.				
CE714329	2016/05/25	TRANSMISSION CHARGE		D'AMORE, PATRICK	D'AMORE, SCOTT	C
		REMARKS: CE269244.				
CE714330	2016/05/25	TRANSMISSION CHARGE		D'AMORE, PATRICK	D'AMORE, SCOTT	C
		REMARKS: CE269246.				
CE714331	2016/05/25	TRANSMISSION CHARGE		D'AMORE, PATRICK	D'AMORE, SCOTT	C
		REMARKS: CE269243.				
CE714332	2016/05/25	TRANSMISSION CHARGE		D'AMORE, PATRICK	D'AMORE, SCOTT	C
		REMARKS: CE269250.				
CE715026	2016/05/30	TRANSFER OF CHARGE		SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, SCOTT	WINDSOR FAMILY CREDIT UNION LIMITED	C
12R27789	2019/05/14	PLAN REFERENCE				C
CE986396	2021/01/20	TRANSFER EASEMENT		ROYAL TIMBERS INC.	2248144 ONTARIO LIMITED	C
CE986397	2021/01/20	TRANSFER EASEMENT		ROYAL TIMBERS INC.	838605 ONTARIO LIMITED	C
CE986414	2021/01/20	TRANSFER		ROYAL TIMBERS INC.	ROYAL TIMBERS INC.	C
CE992517	2021/02/24	NOTICE		BDO CANADA LIMITED, SOLELY IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF ROYAL TIMBERS INC.		

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

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
CE992518	2021/02/24	NOTICE		BDO CANADA LIMITED, SOLELY IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF ROYAL TIMBERS INC.		

PIN 01566-1017 (LT)

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REGISTRY
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01566-1017 (LT)

PAGE 1 OF 4
PREPARED FOR Karen001
ON 2021/02/25 AT 10:38:05

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

PROPERTY DESCRIPTION:

PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 10, 22 AND 23, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 AND 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PART 47, PLAN 12R22742 (IN FAVOUR OF PARTS 10 AND 22, PLAN 12R27789) AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PART 25, PLAN 12R27789 AS IN CE986405; SUBJECT TO AN EASEMENT OVER PART 23, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FVOUR OF PART 10, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986415; SUBJECT TO AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986415; SUBJECT TO AN EASEMENT OVER PART 10, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533 AS IN CE986415; SUBJECT TO AN EASEMENT OVER PART 23, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986407; CITY OF WINDSOR

PROPERTY REMARKS:

SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE985268. SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE986396. SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE986397. SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE986406. SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE986407. SUBJECT TO EXECUTION NUMBER 13-0000828 - ROYAL TIMBERS INC , IF APPLICABLE, AS IN CE986415. PLANNING ACT CONSENT IN DOCUMENT CE902036. PLANNING ACT CONSENT IN DOCUMENT CE986396. PLANNING ACT CONSENT IN DOCUMENT CE986397. PLANNING ACT CONSENT IN DOCUMENT CE986406. PLANNING ACT CONSENT IN DOCUMENT CE986407. PLANNING ACT CONSENT IN DOCUMENT CE986415.

ESTATE/QUALIFIER:

FEE SIMPLE
ABSOLUTE

RECENTLY:

DIVISION FROM 01566-0996

PIN CREATION DATE:

2021/02/17

OWNERS' NAMES

ROYAL TIMBERS INC.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT	INCLUDES ALL	DOCUMENT TYPES AND	DELETED INSTRUMENTS	SINCE 2021/02/17 **		
D37712178	1991/12/18	APL (GENERAL)		SEE DOCUMENT	E & E BUILDERS LIMITED DI MAMBRO & MANCINI CONSTRUCTION LTD.	C
		REMARKS: FIRST REGISTRATION				
		CORRECTIONS: 'PARTY' CHANGED FROM		'DI MANCINI CONSTRUCTION LTD.'	TO 'DI MAMBRO & MANCINI CONSTRUCTION LTD.'	ON 1997/01/06 BY LEN MARENTETTE. 'PARTY'
		CHANGED FROM 'DI MAMBRO & MANCINI CONSTRUCTION LTD.'		TO 'DI MAMBRO & MANCINI CONSTRUCTION LTD.'	ON 1997/01/06 BY LEN MARENTETTE.	
LT336126	2002/02/05	BYLAW		THE CORPORATION OF THE CITY OF WINDSOR		C
		REMARKS: TO CLOSE, STOP UP, AND CONVEY PART OF (OLD)		BANWELL ROAD, SOUTH OF TECUMSEH ROAD EAST, PTS 7-14 INCL PL 12R-19305		
CE163177	2005/08/10	CHARGE	\$8,000,000	BANWELL DEVELOPMENT CORPORATION	BANK OF MONTREAL	C
		REMARKS: AFFECTS SECONDLY, THIRDLY, FOURTHLY, FIFTHLY, SIXTHLY & SEVENTHLY				

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REGISTRY
OFFICE #12

01566-1017 (LT)

PREPARED FOR Karen001
ON 2021/02/25 AT 10:38:05

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
CE185377	2005/11/29	APL ABSOLUTE TITLE		BANWELL DEVELOPMENT CORPORATION		C
CE191966	2006/01/04	NO SUB AGREEMENT <i>REMARKS: PT 2 PL 12R-22356</i>		THE CORPORATION OF THE CITY OF WINDSOR	BANWELL DEVELOPMENT CORPORATION	C
CE269243	2007/04/24	CHARGE <i>REMARKS: AFFECTS FIRSTLY</i>	\$252,693	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
CE269244	2007/04/24	CHARGE <i>REMARKS: AFFECTS SECONDLY</i>	\$103,706	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
CE269246	2007/04/24	CHARGE <i>REMARKS: AFFECTS THIRDLY</i>	\$289,209	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
CE269247	2007/04/24	CHARGE <i>REMARKS: AFFECTS FOURTHLY</i>	\$96,403	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
CE269248	2007/04/24	CHARGE <i>REMARKS: AFFECTS FIFTHLY</i>	\$83,257	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
CE269250	2007/04/24	CHARGE <i>REMARKS: AFFECTS SIXTHLY</i>	\$194,267	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
CE269253	2007/04/24	CHARGE <i>REMARKS: AFFECTS SEVENTHLY</i>	\$201,570	ROYAL TIMBERS INC.	SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, PATRICK	C
CE286717	2007/08/08	CONSTRUCTION LIEN	\$385,450	J. LEPERA CONTRACTING INC.		C
CE292456	2007/09/12	CERTIFICATE		SUPERIOR COURT OF JUSTICE	J. LEPERA CONTRACTING INC.	C
CE297633	2007/10/12	CONSTRUCTION LIEN	\$42,828	J. LEPERA CONTRACTING INC.		C
CE297634	2007/10/12	CONSTRUCTION LIEN	\$44,778	J. LEPERA CONTRACTING INC.		C
CE304400	2007/11/23	CERTIFICATE		SUPERIOR COURT OF JUSTICE	J. LEPERA CONTRACTING INC.	C

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REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
		REMARKS: CE297634				
CE304401	2007/11/23	CERTIFICATE		SUPERIOR COURT OF JUSTICE	J. LEPERA CONTRACTING INC.	C
		REMARKS: CE297633				
CE447653	2010/11/02	NOTICE		ROYAL TIMBERS INC.	2248144 ONTARIO LIMITED	C
CE447656	2010/11/02	NOTICE		ROYAL TIMBERS INC.	2248144 ONTARIO LIMITED	C
CE569187	2013/06/18	APL COURT ORDER		SUPERIOR COURT OF JUSTICE	BDO CANADA LIMITED	C
CE714324	2016/05/25	TRANSMISSION CHARGE		D'AMORE, PATRICK	D'AMORE, SCOTT	C
		REMARKS: CE269253.				
CE714326	2016/05/25	TRANSMISSION CHARGE		D'AMORE, PATRICK	D'AMORE, SCOTT	C
		REMARKS: CE269247.				
CE714327	2016/05/25	TRANSMISSION CHARGE		D'AMORE, PATRICK	D'AMORE, SCOTT	C
		REMARKS: CE269248.				
CE714329	2016/05/25	TRANSMISSION CHARGE		D'AMORE, PATRICK	D'AMORE, SCOTT	C
		REMARKS: CE269244.				
CE714330	2016/05/25	TRANSMISSION CHARGE		D'AMORE, PATRICK	D'AMORE, SCOTT	C
		REMARKS: CE269246.				
CE714331	2016/05/25	TRANSMISSION CHARGE		D'AMORE, PATRICK	D'AMORE, SCOTT	C
		REMARKS: CE269243.				
CE714332	2016/05/25	TRANSMISSION CHARGE		D'AMORE, PATRICK	D'AMORE, SCOTT	C
		REMARKS: CE269250.				
CE715026	2016/05/30	TRANSFER OF CHARGE		SIMBA GROUP DEVELOPMENTS LIMITED D'AMORE, SCOTT	WINDSOR FAMILY CREDIT UNION LIMITED	C
12R27789	2019/05/14	PLAN REFERENCE				C
CE986396	2021/01/20	TRANSFER EASEMENT		ROYAL TIMBERS INC.	2248144 ONTARIO LIMITED	C
CE986397	2021/01/20	TRANSFER EASEMENT		ROYAL TIMBERS INC.	838605 ONTARIO LIMITED	C
CE986406	2021/01/20	TRANSFER EASEMENT		ROYAL TIMBERS INC.	ROYAL TIMBERS INC.	C

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

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

LAND
REGISTRY
OFFICE #12

01566-1017 (LT)

PREPARED FOR Karen001
ON 2021/02/25 AT 10:38:05

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

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
CE986407	2021/01/20	TRANSFER EASEMENT		ROYAL TIMBERS INC.	838605 ONTARIO LIMITED	C
CE986415	2021/01/20	TRANSFER		ROYAL TIMBERS INC.	ROYAL TIMBERS INC.	C
CE992517	2021/02/24	NOTICE		BDO CANADA LIMITED, SOLELY IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF ROYAL TIMBERS INC.		
CE992518	2021/02/24	NOTICE		BDO CANADA LIMITED, SOLELY IN ITS CAPACITY AS COURT-APPOINTED RECEIVER OF ROYAL TIMBERS INC.		

APPENDIX I

APPENDIX J

**BDO Canada Limited Court Appointed Receiver of
Royal Timbers Inc.
Statement of Receipts and Disbursements
June 5, 2013 through December 31, 2020**

Receipts:		
Sale of Plaza	\$ 2,750,000.00	
Less: property tax arrears	(278,730.30)	
Less: December 2013 rents and deposits credited to purchaser	(35,539.28)	
	\$ 2,435,730.42	
Sale of Block 200	427,500.00	
Less: sales commission	(4,830.76)	
Add: property tax adjustment	139.08	
	422,808.32	
Sale of Banwell Road Parcels 1-4	1,607,055.00	
Less: holdback for servicing costs	(107,055.00)	
Less: sales commission	(90,798.61)	
Add: property tax adjustment	704.92	
	1,409,906.31	
Rents from Plaza tenants		215,013.30
Funds advanced from Banwell Receiver's account		114,158.71
Litigation settlement (City of Windsor)		30,000.00
HST refunds		59,092.22
Sale of chattels to new tenant		9,040.00
Security deposit on Lease of unit 100		5,000.00
Refunds - Insurance and utilities		4,354.10
		4,705,103.38
Disbursements:		
Construction - Commercial Lands servicing	414,909.09	
Property taxes (City of Windsor)	351,639.18	
Receiver's fees	292,869.45	
Loan to Banwell re: BMO payout	250,000.00	
Legal fees (Miller Thomson LLP)	159,502.60	
HST paid on disbursements	139,258.07	
Banwell - repayment of advances	114,716.07	
Professional fees - engineering & surveying	78,760.95	
Payroll	56,222.08	
Accounting fees	43,150.00	
Committee of Adjustment fees (City of Windsor)	38,402.00	
Repairs & maintenance	27,283.53	
Appraisal fees	22,498.90	
Payroll source deductions remitted	21,266.73	
Legal fees re: Lepera Appeal (Affleck Greene McMurtry LLP)	10,417.05	
Legal fees (Other)	9,545.51	
Consulting fees	9,457.50	
Advertising re: Commercial Plaza sale process	9,042.34	
Receiver General - remit tenant chattel proceeds	9,040.00	
Commissions on Unit 100 lease / Block 200 sale	8,859.20	
Property management fees (Wintru)	8,642.98	
Insurance	7,473.60	
HST remitted	6,830.45	
Utilities	3,263.57	
Other fees (City of Windsor)	1,172.00	
WSIB premiums	1,165.28	
Bank charges	1,146.00	
Miscellaneous	535.75	
	2,097,069.88	
Excess receipts over disbursements		\$ 2,608,033.50
Represented by:		
Payments to Secured Creditors:		
Bank of Montreal		1,923,020.05
Simba Group Developments Limited		672,170.15
Balance in Receiver's account as at December 31, 2020		12,843.30
		\$ 2,608,033.50
NOTE:		
At December 31, 2020, \$583,703.81 is due from the Royal Timbers estate to the Banwell estate from the payment of property taxes, Simba mortgage payouts and other advances. This amount does not include any allocation of professional fees of the Receiver or its legal counsel paid by the Banwell estate.		

APPENDIX K

BDO Canada Limited
Real Ranchs Trust Account
Statement of Receipts and Disbursements
January 6, 2015 through December 31, 2020

Receipts:

Sale of Lots	\$ 1,144,000.00	
Less: VTB mortgages	(869,000.00)	
Add: property tax adjustments	1,414.55	
Add: VTB registration fee (incl. HST)	455.00	
	<u>455.00</u>	\$ 276,869.55
VTB mortgage payouts	865,500.00	
Less: Servicing allowance to buyer	(3,500.00)	
	<u>(3,500.00)</u>	862,000.00
Security deposits collected on sale of lots		17,250.00
HST refund		6,695.00
Interest earned on GIC		4,633.90
VTB discharge fees (incl. HST)		<u>3,500.00</u>

Disbursements:

Construction		1,170,948.45
City of Windsor re Palmetto Intersection	324,127.52	
Concrete - Phase 4 sidewalks and curbs	94,378.00	
Paving - Phase 4	48,930.55	
Sewer flushing and inspection - Phase 4	13,775.00	
Landscaping and sod - Phase 4	<u>7,450.00</u>	
		488,661.07
Property taxes (City of Windsor)		116,335.63
Consulting/commission fees on lot sales		36,800.00
HST paid on disbursements		34,760.25
WFCU re: M. Troup loan		18,200.00
Bank service charges		<u>48.00</u>
		694,804.95

Excess receipts over disbursements\$ 476,143.50

Represented by:

Payment to Secured Creditor:

Simba Group Developments Limited		451,854.97
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Funds transferred to Banwell Receiver's account

24,288.53

Balance in Receiver's account as at December 31, 2020

Nil

\$ 476,143.50

KEVIN D'AMORE

and

Applicant

BANWELL DEVELOPMENT CORPORATION,
928579 ONTARIO LIMITED, SCOTT D'AMORE
and ROYAL TIMBERS INC.
Respondents

Court File No: CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at WINDSOR

MOTION RECORD
(RETURNABLE ON A DATE TO BE DETERMINED BY
REGIONAL SENIOR JUSTICE THOMAS)
(VOLUME 1 OF 4)

MILLER THOMSON LLP

One London Place
255 Queens Avenue, Suite 2010
London, ON Canada N6A 5R8

Tony Van Klink LSUC#: 29008M
Tel: 519.931.3509
Fax: 519.858.8511

Sherry A. Kettle LSUC#: 53561B
Tel: 519.931.3534
Fax: 519.858.8511

Lawyers for BDO Canada Limited,
Receiver of Banwell Development Corporation