

Court File No.: CL-26-00000362-0000

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

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 2055226
ONTARIO INC., ALLIANCE (SUTTON) INC., BERKSTAR DEVELOPMENT INC. AND ROSE
OPERATING I GP INC.**

MARSHALLZEHR GROUP INC.

Applicant

- AND -

**2055226 ONTARIO INC., ALLIANCE (SUTTON) INC., BERKSTAR DEVELOPMENT INC.,
ROSE SUTTON LIMITED PARTNERSHIP AND ROSE OPERATING I GP INC.**

Respondents

**MOTION RECORD OF BDO CANADA LIMITED
IN ITS CAPACITY AS MONITOR
(Priority Claims Procedure)
returnable September 18, 2026**

September 11, 2026

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in its Capacity as Monitor

TO: THE SERVICE LIST

**ONTARIO
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TAB 1

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**ONTARIO
SUPERIOR COURT OF JUSTICE
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Respondents

NOTICE OF MOTION

BDO Canada Limited, in its capacity as monitor (in such capacity, the "**Monitor**") in the *Companies' Creditors Arrangement Act* ("**CCAA**") proceedings (the "**CCAA Proceedings**") of the Respondents, will make a motion before The Honourable Justice Dunphy of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on **Friday, September 18, 2026, at 10:00 a.m.**, or as soon after that time as the Motion can be heard by judicial videoconference via Zoom in Toronto, Ontario.

PROPOSED METHOD OF HEARING: The Motion is to be heard orally.

THE MOTION IS FOR, among other things:

- (a) An Order establishing a claims procedure for and to set a bar date in respect of Priority Claims (as defined below); and

- (b) Such further and other Relief as to this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

- (a) 2055226 Ontario Inc. ("**205 Ontario**" or the "**Debtor**") is the registered owner and developer of a real estate development project located in Georgina, Ontario (the "**Project**");
- (b) The Applicant, MarshallZehr Group Inc. ("**MarshallZehr**" or the "**Applicant**") is the senior secured lender and mortgage administrator in respect of two credit facilities on the Project and is currently owed in excess of \$42.9 million (the "**Secured Loan**");
- (c) On August 24, 2026, the Court issued an order (as amended and restated on August 28, 2026, the "**Initial Order**") granting protections for 205 Ontario and the other Respondents (the beneficial owners of the Project) from their creditors under the CCAA;
- (d) The protections granted under the Initial Order were also extended to Rose Sutton LP (Rose Sutton LP together with the Respondents, the "**CCAA Parties**");
- (e) The stated purpose of the CCAA Proceedings was to complete some or all of the Phase 1 homes, as construction had stalled due to liquidity issues and liens that had been registered on title, and to maximize value for the remainder of the Project through a supervised sale process;

The Priority Claims Procedure

- (f) The Monitor is seeking an Order to establish a procedure (the “**Priority Claims Procedure Order**”) for the calling of certain claims that may, in whole or in part, have priority over the Secured Loan (the “**Priority Claims**”);
- (g) Relevant timelines pursuant to the proposed Priority Claims Procedure Order are as follows:
 - (i) Monitor to post the Priority Claims Procedure Order on its website within 2 business days of the granting of the Order;
 - (ii) By September 29, 2026 – (A) Monitor to mail claims packages to those creditors who have filed lien claims and/or appear on the Respondents’ books and records as having outstanding construction trade payables; and (B) Monitor to post an ad in the *Globe and Mail* (National Edition);
 - (iii) October 26, 2026 - deadline for the filing of Priority Claims;
- (h) The Priority Claims Procedure Order provides a process for acceptance, dispute, disallowance and resolution of Priority Claims;
- (i) Claims excluded from the Priority Claims Procedure Order include claims: (i) in respect of the Secured Loan; (ii) for amounts secured by the Initial Order Charges; (iii) for deposits paid pursuant to home purchase agreements; (iv) for amounts that are unsecured or subordinate to the Secured Loan; and (v) for post-filing amounts;
- (j) The establishment of the extent and quantum of the Priority Claims will facilitate these CCAA Proceedings and provide assistance to the Monitor in addressing

future distribution issues in respect of such claims as well as the Secured Loan;
and

- (k) Such further and other grounds as the lawyers may advise.

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

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

September 11, 2026

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TO: **THE SERVICE LIST**

MARSHALLZEHR GROUP INC.

-and-

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2055226 ONTARIO INC., ALLIANCE (SUTTON) INC., BERKSTAR
DEVELOPMENT INC., ROSE SUTTON LIMITED PARTNERSHIP
and ROSE OPERATING I GP INC.

Applicant

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
 PROCEEDING COMMENCED AT
 TORONTO
 (COMMERCIAL LIST)

NOTICE OF MOTION

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TAB 2

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

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

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PARTNERSHIP AND ROSE OPERATING I GP INC.**

MARSHALLZEHR GROUP INC.

Applicant

- and -

**2055226 ONTARIO INC., ALLIANCE (SUTTON) INC., BERKSTAR DEVELOPMENT INC., ROSE
SUTTON LIMITED PARTNERSHIP and ROSE OPERATING I GP INC.**

Respondents

**SECOND REPORT OF BDO CANADA LIMITED
IN ITS CAPACITY AS MONITOR**

SEPTEMBER 11, 2026

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INTRODUCTION

1. 2055226 Ontario Inc. ("**205 Ontario**" or the "**Debtor**") is the registered owner and developer of a real estate development project located in Georgina, Ontario (the "**Project**"). Under a Co-Owners Agreement, 205 Ontario is the bare trustee and Alliance (Sutton) Inc., Berkstar Development Inc., and Rose Sutton Limited Partnership ("**Rose Sutton LP**") by its general partner Rose Operating I GP Inc. are the beneficial owners of the Project (collectively, the "**Respondents**").
2. The Applicant, MarshallZehr Group Inc. ("**MarshallZehr**" or the "**Applicant**") is the senior secured lender and mortgage administrator in respect of two credit facilities on the Project and is currently owed in excess of \$42.9 million (the "**Secured Loan**").
3. On August 24, 2026, upon application by MarshallZehr, the Ontario Superior Court of Justice (Commercial List) (the "**Court**") issued an order (the "**Initial Order**") granting protections for the Respondents from their creditors under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36, as amended (the "**CCAA**"). The protections granted under the Initial Order were also extended to Rose Sutton LP (Rose Sutton LP together with the Respondents, the "**CCAA Parties**"). Pursuant to the Initial Order, BDO Canada Limited ("**BDO**") was appointed as monitor in these proceedings (in such capacity, the "**Monitor**").
4. Among other things, pursuant to the Initial Order the Court granted:
 - a) an initial stay of proceedings ("**Stay of Proceedings**") in favour of CCAA Parties, along with Alliance Homes Ltd. ("**Alliance Homes**"), in its capacity as construction manager until and including September 3, 2026;
 - b) the appointment of the Monitor;
 - c) an Administrative Charge over the CCAA Parties' Property to stand as security for payment by the CCAA Parties of the professional fees and disbursements of the Applicant's legal counsel, the Monitor and its independent legal counsel, in an aggregate amount not to exceed \$500,000;
 - d) a DIP Charge over the Property to stand as security for loan advances to be made by MarshallZehr, the DIP Lender, under the DIP Facility in an initial amount not to exceed of the principal amount of \$800,000 (plus interest, fees and costs);
 - e) a Directors' Charge over the Property to stand as security for the CCAA Parties' obligations to indemnify the directors from any liabilities they may incur in such capacity from and after the commencement of the CCAA Proceedings, up to a maximum amount of \$325,000; and
 - f) certain Monitor's Enhanced Powers necessary to preserve, protect and exercise control over the CCAA Parties' Property and business.

5. At the Comeback Hearing, which was heard on August 28, 2026, the Court granted:
- a) the amended and restated initial order (the “**ARIO**”) which:
 - i. extended of the Stay of Proceedings until and including to November 13, 2026;
 - ii. increased the Administration Charge up to the maximum amount of \$650,000;
 - iii. increased the DIP Charge to a maximum principal amount of \$2,000,000 (plus interest, fees and expenses);
 - iv. increased the Directors’ Charge to a maximum amount of \$450,000; and
 - v. expanded the Monitor’s Enhanced Powers as detailed in the ARIO; and
 - b) the Unit Sales Order which:
 - i. authorized the Monitor to sell, convey, transfer, lease or assign the Phase 1 Units without approval of the Court in respect of any transaction not exceeding \$1,100,000 excluding HST and extras (the “**Permitted Transactions**”);
 - ii. approved a form of Vesting Order to be completed by the Monitor for the Permitted Transactions and submitted to the Court for signature, which will convey the Phase 1 Units to the purchasers free and clear of any mortgages, charges, liens or other encumbrances; and
 - iii. approved the sealing of the Confidential Appendices attached to the First Report, pending completion of all of the Phase 1 Unit Sales, or further Order of this Court, as such appendices contain sensitive pricing information that could adversely affect any further sales process.

A copy of the ARIO is attached as **Appendix “A”**.

PURPOSE OF REPORT

6. The purposes of this second report of the Monitor (the “**Second Report**”) are to provide information to the Court with respect to:
- a) the activities of the Monitor since the First Report;
 - b) details of the proposed priority claims process (the “**Priority Claims Procedure**”) for the calling of priority claims against the CCAA Parties; and
 - c) recommend that the Court grant an Order approving the Monitor’s proposed Priority Claims Procedure as set out herein (the “**Priority Claims Procedure Order**”).

DISCLAIMER AND TERMS OF REFERENCE

7. In preparing this Second Report, BDO has relied solely on information and documents provided to it by the CCAA Parties, Alliance Homes and MarshallZehr, and their respective advisors, including unaudited, draft and/or internal financial information, financial projections prepared by 205 Ontario, discussions with representatives or advisors of the CCAA Parties, Alliance Homes and MarshallZehr, counsel to MarshallZehr and the Atkinson Affidavits (the “**Information**”).
8. Except as otherwise described in this Second Report:
 - a) the Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in any manner that would wholly or partially comply with the Canadian Auditing Standards (“**CAS**”) pursuant to the *Chartered Professional Accountant of Canada Handbook*, as such, BDO expresses no opinion or other form of assurance contemplated under CAS in respect of the Information; and
 - b) the Monitor has not conducted an examination or review of any financial forecasts in a manner that would comply with the procedures described in the *Chartered Professional Accountant of Canada Handbook*.
9. Future oriented financial information referred to in this Second Report was prepared based on the estimates and assumptions provided by Troop and Atkinson. Readers are cautioned that since projections are based upon assumptions about future events and conditions that are not ascertainable, the actual results will vary from the projections, even if the assumptions materialize, and the variation could be significant.
10. Unless otherwise indicated, the Monitor’s understanding of the factual matters expressed in this Second Report concerning the CCAA Parties is based on the Information, and not independent factual determinations made by the Monitor.
11. The Initial Order and all other material documents pertaining to the CCAA Proceedings are available on Monitor’s website at www.bdo.ca/2055226_Ontario (the “**Monitor’s Website**”). In addition, BDO has arranged for an email address HedgeRoad@bdo.ca (the “**Dedicated Email Address**”) through which creditors of the CCAA Parties or other interested parties can make inquiries related to the CCAA Proceedings.
12. Terms not defined herein shall have the definitions ascribed in the Monitor’s Reports, Initial Order, ARIO and the Atkinson Affidavits.
13. Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars.

BACKGROUND

14. This Second Report should be read in conjunction with the Atkinson Affidavits and the Monitor's Reports which can be found on the Monitor's Website and contain background information with respect to the CCAA Parties' business and operations as well as matters leading up to the commencement of these CCAA Proceedings.

ACTIVITIES OF THE MONITOR

15. Since the commencement of these CCAA Proceedings, the Monitor has:
- a) assisted the CCAA Parties with the preparation of stakeholder communications;
 - b) engaged in discussions with listing brokers interested in submitting listing proposals in respect of the potential sale of the Project;
 - c) obtained and reviewed listing proposals submitted by four (4) listing brokers;
 - d) engaged in various discussions with the Applicant's counsel and the Monitor's counsel with regards to the CCAA Proceedings; and
 - e) prepared this Second Report.

PRIORITY CLAIMS PROCEDURE

16. Capitalized terms used in this section and not otherwise defined have the meaning given to them in the proposed Priority Claims Procedure Order as filed with the Monitor's motion record.
17. The Monitor is seeking approval of a proposed Priority Claims Procedure to establish a process for the calling of, determination and resolution of certain pre-filing claims which may, in whole or in part, have priority over the Secured Loan.
18. A summary of the material terms of the Priority Claims Procedure are as follows:¹
- a) The proposed Priority Claims Procedure Order seeks to call pre-filing Priority Claims only. Claims that are not required to be filed include: i) claims in respect of the Secured Loan; (ii) claims secured by the ARIO Charges; (iii) claims for deposits paid pursuant to home purchase agreements; (iv) unsecured or subordinate claims to the Secured Loan; and (v) post-filing claims.

¹ The information contained in this Second Report is for informational purposes only. Readers and potential claimants are encouraged to review the full terms of the Priority Claims Procedure Order. To the extent there is any inconsistency with this summary and the Priority Claims Procedure Order, the terms of the Priority Claims Procedure Order shall prevail.

- b) The Monitor will: (i) post the Priority Claims Procedure Order on the Monitor's Website within 2 Business Days of the granting of the Claims Procedure Order; (ii) post an ad in the Globe and Mail (National Edition) and mail Claims Packages to those creditors who appear on the Respondents' books and records as having outstanding construction trade payables (including all parties who have filed liens on title to the Property) by no later than September 29, 2026.
 - c) Creditors who believe they have a Priority Claim are required to file a Proof of Claim by no later than 5pm (Toronto Time) on October 26, 2026 (the "**Claims Bar Date**").
 - d) The Monitor shall review all Proofs of Claim that are filed on or before the Claims Bar Date. The Monitor shall be entitled to rely on the Books and Records and may accept, revise or disallow (in whole or in part) the amount and/or status of any Priority Claim set out in a Proof of Claim.
 - e) In the event that the Monitor sends a Notice of Revision or Disallowance to a Priority Creditor and such Priority Creditor wishes to dispute such Revision or Disallowance, it will have 10 days after delivery of the Notice of Revision or Disallowance to file a Notice of Dispute.
 - f) In resolving disputed Priority Claims, the Monitor may attempt to resolve such Priority Claims, appoint a Claims Officer and/or seek direction from the Court.
19. The Monitor recommends the approval of the Priority Claims Procedure Order for the following reasons:
- a) The establishment of a Claims Bar Date of October 26, 2026 will provide potential creditors approximately six (6) weeks to file Proofs of Claim which the Monitor considers reasonable given, among other things, that it is expected that most or all such Priority Creditors are aware of these CCAA Proceedings and have already filed liens on title to the Property;
 - b) The other timelines set out in the Priority Claims Procedure Order are consistent with other claims procedures established in similar circumstances;
 - c) Persons who have unsecured claims, deposit claims or post-filing claims are not required to file claims pursuant to the proposed process as it is tailored and limited to those creditors holding Priority Claims; and
 - d) The calling for and determination of Priority Claims will facilitate these CCAA Proceedings including for the purposes of distribution to creditors in connection with the sale of the Property.

CONCLUSION

27. For the reasons set out in the Second Report, the Monitor is of the view that the relief sought is both reasonable and appropriate. As such, the Monitor seeks the relief and respectfully recommends that the Court grant the relief sought herein.

This report is respectfully submitted this 11th day of September 2026

**In its capacity as Court-Appointed Monitor of 2055226 Ontario Inc.,
Alliance (Sutton) Inc., Berkstar Development Inc.,
Rose Sutton Limited Partnership and Rose Operating I GP Inc.
and not in its personal or corporate capacity**



Josie Parisi, CPA, CA, CBV, CIRP, LIT

Senior Vice President

APPENDIX A



Court File No.: CL-26-00000362-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE

)

FRIDAY, THE 28TH

JUSTICE DUNPHY

)

DAY OF AUGUST, 2026

)

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF 2055226 ONTARIO INC., ALLIANCE
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AND

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INC., ROSE SUTTON LIMITED PARTNERSHIP AND ROSE OPERATING I GP INC.**

Respondents

AMENDED AND RESTATED INITIAL ORDER

THIS APPLICATION, made by MarshallZehr Group Inc. (the "**Applicant**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") was heard this day at 330 University Avenue, Toronto, Ontario M5G 1R7 by judicial videoconference via Zoom.

ON READING the Affidavit of Sean Atkinson sworn August 17, 2026 and the Exhibits thereto (the “**First Atkinson Affidavit**”), the Affidavit of Alex Troop sworn August 17, 2026, the Affidavit of Sam Reisman sworn August 22, 2026, the Supplementary Affidavit of Alex Troop sworn August 23, 2026, the Affidavit of Rosemarie Parruzza sworn August 23, 2026, the Affidavit of Manav Acharya sworn August 23, 2026, the Affidavit of Sean Atkinson sworn August 26, 2026 (the “**Second Atkinson Affidavit**”), the pre-filing report of BDO Canada Limited (“**BDO**”), in its capacity as the proposed monitor of 2055226 Ontario Inc., Alliance (Sutton) Inc., Berkstar Development Inc., Rose Sutton Limited Partnership and Rose Operating I GP Inc. (the “**Respondents**”) dated August 17, 2026 (the “**Pre-Filing Report**”), the first report of BDO, in its capacity as the monitor of the Respondents (in such capacity, the “**Monitor**”) dated August 27, 2026 (the “**First Report**”), and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicant, counsel for the Monitor, counsel for Alliance Sutton Inc. and Alliance Homes Ltd. (“**Alliance Homes**”), counsel for Ducimus Capital Inc, counsel for Sam Reisman and such other counsel as were present as appears on the Participant List, with no one else appearing for any other person although duly served as it appears from the affidavit of service of Kim Sellers sworn August 17, 2026, and the affidavit of service of Kim Sellers sworn August 27, 2026, filed, and on reading the consent of BDO to act as the Monitor of the Respondents,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.
2. **THIS COURT ORDERS** that unless otherwise defined herein, capitalized terms have the meanings given to them in the First Atkinson Affidavit and Second Atkinson Affidavit, as applicable.
3. **THIS COURT ORDERS** that, for the avoidance of doubt, reference in this Order to the “date of this Order”, the “date hereof”, or similar phrases mean August 24, 2026 (the “**Filing Date**”) being the date the Initial Order was granted by this Court.

PLAN OF ARRANGEMENT

4. **THIS COURT ORDERS** that each of the Respondentss shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the “**Plan**”).

APPLICATION

5. **THIS COURT ORDERS AND DECLARES** that 2055226 Ontario Inc., Alliance (Sutton) Inc., Berkstar Development Inc., and Rose Operating I GP Inc. are companies to which the CCAA applies.

6. **THIS COURT ORDERS** that, although not a Company (as the term is defined in the CCAA), Rose Sutton Limited Partnership shall be bound by the terms of this Order and enjoy the benefits, protections and authorizations provided in this Order.

POSSESSION OF PROPERTY AND OPERATIONS

7. **THIS COURT ORDERS** that the Respondents shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the “**Property**”). Subject to further Order of this Court, and subject to (i) funding being available to the Respondents under the DIP Term Sheet and the availability within the cash flow forecast to do so; and (ii) the constraints imposed on the Respondents arising from the Monitor’s Enhanced Powers (defined below) that may impede the ability of the Respondents from doing so, the Respondents shall continue to carry on business in a manner consistent with the preservation of its business (the “**Business**”) and Property. The Respondents are authorized and empowered to continue to retain and employ the employees, consultants, independent contractors, agents, experts, accountants, counsel and such other persons (collectively, “**Assistants**”) currently retained or employed by them, with liberty to retain such further Assistants as they deem reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

8. **THIS COURT ORDERS** that, subject to the oversight of the Monitor specifically set out in paragraph 29 of this Order, the Respondents shall be entitled to continue to utilize their

central cash management system currently in place as described in the First Atkinson Affidavit or replace it with another substantially similar central cash management system (the “**Cash Management System**”) and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Respondents of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Respondents, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as provider of the Cash Management System, an unaffected creditor under any Plan under the CCAA with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

9. **THIS COURT ORDERS** that subject to the terms of the Definitive Documents (as hereinafter defined), the Respondents shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

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

10. **THIS COURT ORDERS** that, except as otherwise provided to the contrary herein, and subject to the terms of the Definitive Documents, and the cash flow forecast appended to the First Report, as applicable, the Respondents shall be entitled but not required to pay all reasonable expenses incurred by the Respondents in carrying on the Business in the ordinary course after the Filing Date, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance, maintenance and security services; and
- (b) payment for goods or services actually supplied to the Respondents following the Filing Date; and
- (c) payment for goods or services actually supplied to the Respondents by third party suppliers prior to the Filing Date if it is determined by the Respondents, with the consent of the Monitor and the DIP Lender (defined below), that the supplier is critical to the Business, ongoing operations of the Respondents, or preservation of the Property, the payment is required to ensure ongoing supply and/or services, and such payments are approved in advance by the Monitor or by further Order of the Court.

11. **THIS COURT ORDERS** that the Monitor shall direct that the Respondents shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, and (iii) income taxes and all other amounts related to such deductions or employee wages payable for periods following the Filing Date pursuant to the *Income Tax Act*, the *Canada Pension Plan Act*, the *Employment Insurance Act*, or similar provincial statutes;
- (b) all goods and services or other applicable sales taxes (collectively, "**Sales Taxes**") required to be remitted by the Respondents in connection with the sale of goods and services by the Respondents, but only where such Sales Taxes are accrued or collected after the Filing Date, or where such Sales Taxes were accrued or collected prior to the Filing Date but not required to be remitted until on or after the Filing Date; and
- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of

municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Respondents.

12. **THIS COURT ORDERS** that until a real property lease is disclaimed in accordance with the CCAA, the Respondents shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Respondents and the landlord from time to time (“**Rent**”), for the period commencing from and including the Filing Date twice monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the Filing Date shall also be paid.

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

RESTRUCTURING

14. **THIS COURT ORDERS** that the Respondents (or the Monitor on behalf of the Respondents) in consultation with the Applicant shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of their business or operations;

- (b) terminate the employment of such of their employees or temporarily lay off such of their employees as they deem appropriate;
- (c) pursue all avenues of refinancing of their Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Respondents to proceed with an orderly restructuring of the Business (the “**Restructuring**”).

15. **THIS COURT ORDERS** that the Respondents shall provide each of the relevant landlords with notice of the Respondents’ intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Respondents’ entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Respondents, or by further Order of this Court upon application by the Respondents on at least two (2) days notice to such landlord and any such secured creditors. If the Respondents disclaim the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Respondents’ claim to the fixtures in dispute.

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

NO PROCEEDINGS AGAINST THE RESPONDENTS OR THE PROPERTY

17. **THIS COURT ORDERS** that until and including November 13, 2026 or such later date as this Court may order (the “**Stay Period**”), no proceeding or enforcement process in any court or tribunal (each, a “**Proceeding**”) shall be commenced or continued against or in respect of the Respondents, Construction Manager (as defined below) or the Monitor or their respective employees, directors, or counsel, or affecting the Business or the Property, except with the written consent of the Respondents and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Respondents or any of their employees, directors, or counsel, or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

18. **THIS COURT ORDERS** that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being “**Persons**” and each being a “**Person**”) against or in respect of the Respondents, Alliance Homes in its capacity as the existing consulting/construction manager for the Project (in such capacity, the “**Construction Manager**”), or the Monitor, or their respective employees, directors, or counsel, for matters affecting the Business or the Property, including, without limitation, licences and permits required for the Project regardless of who is the legal holder of any such licences and permits, are hereby stayed and suspended except with the written consent of the Respondents and the Monitor, or leave of this Court, provided that nothing in this Order shall (a) empower the Respondents to carry on any business which the Respondents are not lawfully entitled to carry on; (b) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA; (c) prevent the filing of any registration to preserve or perfect a security interest; or (d) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

19. **THIS COURT ORDERS** that during the Stay Period, no Person shall accelerate, suspend, discontinue, fail to honour, alter, interfere with, repudiate, rescind, terminate or cease to

perform any right, renewal right, contract, agreement, licence, authorization or permit in favour of or held by the Respondents, except with the written consent of the Respondents and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

20. **THIS COURT ORDERS** that during the Stay Period, all Persons having oral or written agreements with the Respondents or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Respondents, 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 Respondents, and that the Respondents shall be entitled to the continued use of their current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the Filing Date are paid by the Respondents in accordance with normal payment practices of the Respondents or such other practices as may be agreed upon by the supplier or service provider and each of the Respondents and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

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

NO PRE-FILING VS POST-FILING SET OFF

22. **THIS COURT ORDERS** that during the Stay Period, no Person shall be entitled to set off any amounts that: (a) are or may become due to the Respondents in respect of obligations arising prior to the Filing Date with any amounts that are or may become due from the

Respondents in respect of obligations arising prior to the date of this Order; (b) are or may become due to the Respondents in respect of obligations arising prior to the Filing Date with any amounts that are or may become due from the Respondents in respect of obligations arising on or after the Filing Date; or (c) are or may become due from the Respondents in respect of obligations arising prior to the Filing Date with any amounts that are or may become due to the Respondents in respect of obligations arising on or after the Filing Date, in each case without the consent of the Respondents and the Monitor, or with leave of this Court.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

23. **THIS COURT ORDERS** that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Respondents with respect to any claim against the directors or officers that arose before the Filing Date and that relates to any obligations of the Respondents whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Respondents, if one is filed, is sanctioned by this Court or upon further Order of this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

24. **THIS COURT ORDERS** that the Respondents shall indemnify their directors and officers against obligations and liabilities that they may incur as directors or officers after the commencement of these proceedings, except to the extent the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

25. **THIS COURT ORDERS** that the directors and officers of the Respondents shall be entitled to the benefit of and are hereby granted a charge (the "**Directors' Charge**") on the Property, which charge shall not exceed an aggregate amount of \$450,000 as security for the indemnity provided in paragraph 24 of this Order. The Directors' Charge shall have the priority set out in paragraphs 45 and 47 hereof.

26. **THIS COURT ORDERS** that notwithstanding any language in any applicable insurance policy to the contrary:

- (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge; and
- (b) the directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under a directors' and officers' insurance policy, or to the extent such coverage is insufficient to pay amounts indemnified under paragraph 24 of this Order.

APPOINTMENT OF MONITOR

27. **THIS COURT ORDERS** that BDO is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Respondents with the powers and obligations set out in the CCAA or set forth herein and that the Respondents and their shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Respondents pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

28. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) provide any consents or authorizations as contemplated by this Order;
- (b) monitor the Respondents' receipts and disbursements including the management and use of any funds advanced by the Applicant as DIP lender (in such capacity, the "**DIP Lender**") under the DIP Term Sheet (as hereinafter defined);
- (c) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (d) assist the Respondents, to the extent required by the Respondents, in their dissemination to the DIP Lender and its counsel on a regular basis of financial and other information as agreed to between the Respondents and the DIP Lender, which

financial and other information may be used in these proceedings, including reporting on a basis to be agreed with the DIP Lender or as required pursuant to the Definitive Documents;

- (e) advise the Respondents in its preparation of the Respondents' cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis as agreed to by the DIP Lender or as required pursuant to the Definitive Documents;
- (f) advise the Respondents in their development of the Plan and any amendments to the Plan;
- (g) assist the Respondents, to the extent required by the Respondents, with the holding and administering of creditors' and shareholders' meetings for voting on the Plan;
- (h) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Respondents, to the extent that is necessary to adequately assess the Respondents' business and financial affairs or to perform its duties arising under this Order;
- (i) be at liberty to engage independent legal counsel and such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (j) perform such other duties as are required by this Order or by this Court from time to time.

29. **THIS COURT ORDERS** that, without in any way limiting the powers and duties of the Monitor otherwise set out herein, the Monitor is hereby empowered and authorized, but not obligated, to do any of the following in the name of and on behalf of the Respondents, where the Monitor considers it necessary or desirable:

- (a) take any and all actions and steps to manage, operate and carry on the Business, or to preserve, protect and exercise control over the Property, or any parts thereof, including, without in any way limiting the generality of the foregoing:

- (i) any actions or steps the Monitor considers necessary or desirable to proceed with an orderly restructuring or realization of the Business;
- (ii) any and all steps of the Respondents authorized by this Order and any other Order made in these proceedings, including making distributions or payments;
- (iii) receive, preserve and protect the Property, including changing locks and security codes, engaging security personnel, and placing insurance coverage;
- (iv) exercise control over the Cash Management System and every bank account in the name of the Respondents, open or more new accounts, direct deposit and distribution of funds and issue binding directions to any financial institution maintaining an account of the Respondents;
- (v) receive, collect and exercise control over all monies and accounts held by or owing to the Respondents, including any proceeds of the sale of any of the Property;
- (vi) enter into any agreements on behalf of and in the name of the Respondents for any purpose pursuant to this Order;
- (vii) disclaim property, leases or agreements of the Respondents;
- (viii) initiate, prosecute and continue any proceedings, defend proceedings pending or instituted with respect to the Respondents, the Business or the Property and settle or compromise any such proceedings;
- (ix) settle, extend or compromise any indebtedness owing to or by the Respondents;
- (x) purchase or lease machinery, equipment, inventories, supplies, premises or other assets to continue the Business, or any part or parts thereof;
- (xi) exercise any rights of the Respondents;
- (xii) 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 in the name of the Respondents;
- (xiii) exercise any consent, approval or decision-making rights of the Respondents with respect to the Business and the Property;
- (xiv) apply for any vesting order or other order, including confidentiality or sealing orders, necessary to convey the Property or any part thereof to a purchaser free and clear of liens and encumbrances;

- (xv) take any and all corporate governance actions for the Respondents including without limitation the authority to make any Major Decisions (as defined in the Co-owners Agreement);
 - (xvi) exercise any shareholder, partnership, joint venture or other rights that the Respondents may have;
 - (xvii) register a copy of this Order and any other Order in respect of the Property against title to any Property; and
 - (xviii) execute, assign, issue and endorse documents of whatever nature, including, without limitation, the Respondents' cash flow forecasts and reports provided thereon, by and on behalf of the Respondents in respect of any of the Property for any purpose pursuant to this Order;
- (b) to report to, meet with and discuss with such affected persons as the Monitor deems appropriate on all matters relating to the Business and the Property, and to share information, subject to such terms as to confidentiality as the Monitor deems advisable;
- (c) oversee and direct the preparation and dissemination of financial and other information of the Respondents in these proceedings, including cash flow statements; and
- (d) perform such other duties or take any steps reasonably incidental to the exercise of these powers,

(collectively, the “**Monitor’s Enhanced Powers**”) and in each case where the Monitor takes any such actions or steps pursuant to the Monitor’s Enhanced Powers, it shall be exclusively authorized and empowered to do so, to the exclusion of all other persons, including the Respondents and without interference from any other person, and no director or officer of the Respondents shall incur any liability for decisions or actions of the Monitor acting under that authority.

30. **THIS COURT ORDERS** that the Monitor shall not take possession of the Business or Property and shall take no part in the management or supervision of the management of the Business other than when exercising the Monitor’s Enhanced Powers for and on behalf of the Respondents. By fulfilling its obligations under this Order, or through inadvertence in the due

exercise of its powers or performance of its duties, the Monitor shall not be deemed to have taken or maintained possession or control of the Business or Property or to be an officer, director, employer, successor employer or liquidator of the Respondents for any purposes whatsoever.

31. **THIS COURT ORDERS** that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) (or be deemed to take Possession of) of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”); provided, however, that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor’s duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

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

33. **THIS COURT ORDERS** that, in addition to the rights and protections afforded to the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save

and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

ADMINISTRATION CHARGE

34. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to, on, or subsequent to the Filing Date as part of the costs of these proceedings (the “**Administration Fees**”). The Respondents are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant, on a weekly basis, and, in addition, the Respondents are hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant retainers in such amounts as may be agreed from time to time, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

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

36. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor and the Applicant’s counsel shall allocate their Administration Fees and the Monitor shall allocate the amounts advanced under the DIP Term Sheet (as defined below), in each case as between those relating to Phase 1, Phase 2 and 3 and those not related to a particular Phase of the Real Property, subject to further Order of the Court.

37. **THIS COURT ORDERS** that the Monitor, counsel to the Monitor, and the Applicant’s counsel shall be entitled to the benefit of and are hereby granted a charge (the “**Administration Charge**”) on the Property, which charge shall not exceed an aggregate amount of \$650,000, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the Filing Date in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 45 and 47 hereof.

DIP FINANCING

38. **THIS COURT ORDERS** that the Respondents are hereby authorized and empowered to obtain and borrow under a credit facility (the “**DIP Facility**”) from the DIP Lender in order to finance the Respondents’ working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such credit facility shall not exceed an initial advance in a principal amount up to \$2,000,000 plus interest, fees and expenses, unless permitted by further Order of this Court.

39. **THIS COURT ORDERS** that the DIP Facility shall be on the terms and subject to the conditions set forth in the debtor-in-possession term sheet between the Respondents (to be executed by the Monitor for and on behalf of the Respondents), as the borrower, and the DIP Lender, as lender, to be entered into after approval by this Order, a copy of which is appended to the First Atkinson Affidavit (the “**DIP Term Sheet**”).

40. **THIS COURT ORDERS** that the Respondents and the Monitor are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively with the DIP Term Sheet, the “**Definitive Documents**”), as are contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Respondents are hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the Definitive Documents and this Order (collectively, the “**DIP Obligations**”) as and when the same become due and are to be performed, notwithstanding any other provision of this Order.

41. **THIS COURT ORDERS** that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the “**DIP Lender’s Charge**”) on the Property as security for any and all DIP Obligations. The DIP Lender’s Charge shall not secure an obligation that exists before this Order is made. The DIP Lender’s Charge shall have the priority set out in paragraphs 45 and 47 hereof.

42. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:

- (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;
- (b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender, upon seven (7) days' notice to the Respondents and the Monitor, may exercise any and all of its rights and remedies against the Respondents or the Property under or pursuant to the Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Respondents and set off and/or consolidate any amounts owing by the Respondents to the DIP Lender under the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Respondents and for the appointment of a trustee in bankruptcy of the Respondents; and
- (c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Respondents or the Property.

43. **THIS COURT ORDERS** that the DIP Lender shall be treated as unaffected in any Plan filed by the Respondents under the CCAA, or any proposal filed by the Respondents under the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3 (the "**BIA**"), with respect to any advances made under the Definitive Documents.

44. **THIS COURT ORDERS** that: (a) pending expiry of the time for filing a notice of appeal or application for leave to appeal, or an appeal in respect of this Order and the disposition of any claims, actions, proceedings, applications, or motions to review, rescind or vary this Order, or applications for leave to appeal or appeals from this Order (collectively, "**Challenges**"), the Respondents are authorized to borrow funds under the DIP facility in accordance with the DIP Term Sheet; and (b) irrespective of the disposition of any Challenges, the DIP Lender shall have the benefit of the DIP Charge and all other provisions of this Order in

respect of all amounts so advanced; and (c) this Order is subject to provisional execution to the extent necessary to give effect to the foregoing.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

45. **THIS COURT ORDERS** that the priorities of the Administration Charge, the DIP Lender's Charge and the Directors' Charge (collectively, the "**Charges**"), as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$650,000);

Second – DIP Lender's Charge; and

Third - Directors' Charge (to the maximum amount of \$450,000).

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

47. **THIS COURT ORDERS** that each of the Charges shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any Person.

48. **THIS COURT ORDERS** that, for greater certainty, the Charges do not attach to deposit trust funds subject to true trust and held by the escrow agent under the Deposit Trust Agreement.

49. **THIS COURT ORDERS** that except as otherwise expressly provided for herein, or as may be approved by this Court, the Respondents shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Respondents also obtain the prior written consent of the Monitor, the DIP Lender and the beneficiaries of the applicable Charges (collectively, the "**Chargees**"), or further Order of this Court.

50. **THIS COURT ORDERS** that the Charges and the Definitive Documents, shall not be rendered invalid or unenforceable and the rights and remedies of the Chargees and/or the DIP Lender thereunder shall not otherwise be limited or impaired in any way by: (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) or receivership order(s) issued pursuant to the BIA, or otherwise any bankruptcy order or receivership order(s) made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Respondents, and notwithstanding any provision to the contrary in any Agreement:

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

51. **THIS COURT ORDERS** that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Respondents’ interest in such real property leases.

SERVICE AND NOTICE

52. **THIS COURT ORDERS** that the Monitor shall (a) without delay, publish in *The Globe and Mail* a notice containing the information prescribed under the CCAA; (b) within five days after the Filing Date, (i) make this Order publicly available in the manner prescribed under the CCAA, (ii) send, in the prescribed manner or by electronic message to the e-mail addresses as last shown in the Respondents' records, a notice to every known creditor who has a claim against the Respondents of more than \$1,000, and (iii) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder, provided that the Monitor shall not be required to make the claims, names and addresses of any individual persons who are creditors publicly available unless otherwise ordered by this Court.

53. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List E-Service (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <https://www.ontariocourts.ca/scj/files/guides/the-guide-concerning-commercial-list-e-service-en.pdf>) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194 (the "**Rules**"), this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules. Subject to Rule 3.01(1)(d) of the Rules and paragraph 13 of the Protocol, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a case website shall be established in accordance with the Guide with the following URL: www.bdo.ca/2055226_Ontario (the "**Monitor's Website**").

54. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Applicant, the Respondents and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Respondents' creditors or other interested parties at their respective addresses as last shown on the records of the Respondents and that any

such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

55. **THIS COURT ORDERS** that the Monitor shall create, maintain, and update as necessary a list of all Persons appearing in person or by counsel in this proceeding (the “**Service List**”). The Monitor shall post the Service List, as may be updated from time to time, on the Monitor’s Website, provided that the Monitor shall have no liability in respect of the accuracy or the timeliness of making any changes to the Service List.

56. **THIS COURT ORDERS** that any interested party that wishes to amend or vary this Order shall be entitled to appear on a motion before this Court and any such interested person shall give not less than five(5) business days’ notice to the Service List and any other party or parties likely to be affected by the Order sought; provided, however, that the Chargees shall be entitled to rely on this Order as granted and on the Charges and priorities set forth in paragraphs 45 and 47 hereof with respect to any fees, expenses and disbursements incurred, as applicable, until the date this Order may be amended, varied or stayed.

GENERAL

57. **THIS COURT ORDERS** that the Applicant, the Respondents or the Monitor may from time to time apply to this Court to amend, vary or supplement this Order or for advice and directions in the discharge of their powers and duties hereunder or in the interpretation of this Order.

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

59. **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 Respondents, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the

Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Respondents and the Monitor and their respective agents in carrying out the terms of this Order.

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



Digitally signed by
Sean Dunphy
Date: 2026.08.28
16:11:47 -04'00'

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

Court File No.: CL-26-00000362-0000

AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF 2055226 ONTARIO INC. et al.

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

Proceedings commenced at *Toronto*

**AMENDED AND RESTATED INITIAL ORDER
(Dated August 28, 2026)**

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Lawyers for the Applicant

MARSHALLZEHR GROUP INC.

-and-

Court File No. **CL-26-00000362-0000**
2055226 ONTARIO INC., ALLIANCE (SUTTON) INC., BERKSTAR
DEVELOPMENT INC., ROSE SUTTON LIMITED PARTNERSHIP
and ROSE OPERATING I GP INC.

Applicant

Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
TORONTO
(COMMERCIAL LIST)

SECOND REPORT OF THE MONITOR

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Lawyers for BDO Canada Limited
in its Capacity as Monitor

TAB 3

Court File No.: CL-26-00000362-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE	)	FRIDAY, THE 18 TH
	)	
JUSTICE DUNPHY	)	DAY OF SEPTEMBER, 2026

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF 2055226 ONTARIO INC., ALLIANCE
(SUTTON) INC., BERKSTAR DEVELOPMENT INC. AND
ROSE OPERATING I GP INC.**

MARSHALLZEHR GROUP INC.

Applicant

AND

**2055226 ONTARIO INC., ALLIANCE (SUTTON) INC., BERKSTAR DEVELOPMENT
INC., ROSE SUTTON LIMITED PARTNERSHIP AND ROSE OPERATING I GP INC.**

Respondents

PRIORITY CLAIMS PROCEDURE ORDER

THIS MOTION, made by BDO Canada Limited, in its capacity as the Court-appointed monitor (in such capacity, the “**Monitor**”) of 2055226 Ontario Inc. (“**2055226 Ontario**”), Alliance (Sutton) Inc. (“**Alliance**”), Berkstar Development Inc., Rose Sutton Limited Partnership and Rose Operating I GP Inc. (the “**Respondents**”) pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”), for an Order, among other things, approving and establishing a procedure for the solicitation, resolution and barring of certain claims against

the Respondents, was heard this day at 330 University Avenue, Toronto, Ontario M5G 1R7 by judicial videoconference via Zoom.

ON READING the Motion Record of the Monitor in respect of this motion, including the Second Report and its appendices filed, and on hearing the submissions of counsel for the Monitor, counsel for the Applicant, counsel for Alliance and Alliance Homes Ltd. (“**Alliance Homes**”), counsel for the Ducimus Capital Inc., counsel for Sam Reisman and such other counsel as were present as appears on the Participant List, with no one else appearing for any other person although duly served as it appears from the affidavit of service of [●] sworn September [●], 2026, filed,

SERVICE

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

DEFINITIONS

2. **THIS COURT ORDERS** that for purposes of this Order, in addition to terms defined elsewhere herein, the following terms shall have the following meanings:

- (a) “**APS**” means an agreement of purchase and sale entered into with 2055226 Ontario for the purchase of a unit located on the Phase 1 Property;
- (b) “**Books and Records**” means, collectively:
 - (i) the books and records of the Respondents, including those provided to the Monitor by the Respondents, Alliance Homes or any of their respective principals, agents or counsel;

- (ii) documentation and information provided to the Monitor by others, to the extent that the Monitor believes such documentation and information to be true; and
 - (iii) any and all instruments registered on title to or in respect of the Property on or prior to the date of this Order;
- (c) “**Business Day**” means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (d) “**CA**” means the *Construction Act*, R.S.O. 1990, c. C.30, as amended;
- (e) “**CCAA Proceedings**” means the proceedings commenced pursuant to the CCAA in the Court under Court File No. CL-26-00000362-0000;
- (f) “**Claim**” means any right of any Person against any of the Respondents in connection with any indebtedness, liability or obligation of any kind of any of the Respondents entity, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, present, future, known or unknown, by guarantee, surety or otherwise and whether or not such right is executory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future that could be asserted by way of set-off, counterclaim or otherwise which indebtedness, liability or obligation is based in whole or in part on facts existing on or prior to the Filing Date or relates to a time period prior to the Filing Date;
- (g) “**Claims Bar Date**” means 5:00 p.m. (Toronto time) on October 26, 2026;

- (h) “**Claims Officer**” means a person appointed by the Monitor as an arbitrator and/or mediator in respect of any disputes involving the classification and amount of the Priority Claim with the Priority Creditor whose appointment shall either be mutually satisfactory to the Monitor and the party whose Priority Claims are to be determined by such person or approved by this Court;
- (i) “**Claims Package**” means a package of information to be provided by the Monitor, which package shall include a copy of the Priority Claims Procedure Order or a hyperlink to the Priority Claims Procedure Order on the Monitor’s Website, an Instruction Letter, a Proof of Claim and such other materials as the Monitor may consider appropriate or desirable;
- (j) “**Court**” means the Ontario Superior Court of Justice (Commercial List);
- (k) “**Filing Date**” means August 24, 2026;
- (l) “**Instruction Letter**” means a letter regarding the Priority Claims Procedure containing instructions regarding the completion and return of a Proof of Claim, substantially in the form attached as **Schedule B** hereto;
- (m) “**MarshallZehr**” means MarshallZehr Group Inc.;
- (n) “**Monitor’s Website**” means www.bdo.ca/2055226_Ontario;
- (o) “**Notice of Dispute**” means a notice delivered to the Monitor by a Priority Creditor disputing a Notice of Revision or Disallowance, which notice shall be substantially in the form attached hereto as **Schedule E** and shall set out the reasons for the dispute;

- (p) **“Notice of Revision or Disallowance”** means a notice informing a Priority Creditor that the Monitor has revised or disallowed all or any part of such Priority Creditor’s alleged Priority Claim, which notice shall be substantially in the form attached hereto as **Schedule D** and shall set out the reasons for such revision and/or disallowance;
- (q) **“Notice to Priority Creditors”** means the notice publicizing this Priority Claims Procedure to be published in accordance with the Priority Claims Procedure Order, substantially in the form of the notice attached as **Schedule A**;
- (r) **“Person”** means any individual, general or limited partnership, firm, association, joint venture, trust, entity, corporation, limited or unlimited liability company, unincorporated organization, trade union, pension plan administrator, pension plan regulator, governmental authority or agency, employee or other association, or any other juridical entity howsoever designated or constituted;
- (s) **“Phase 1 Property”** means the real property set out in **Schedule F**;
- (t) **“Phase 2 and 3 Property”** means the real property set out in **Schedule G**;
- (u) **“Priority Claim”** means a Claim that is valid, enforceable, and secured as against any of the Respondents or the Property and that ranks in priority to the Secured Lender Claims, including but not limited to Claims for a statutory holdback in relation to valid and properly registered construction liens as against the Property to the extent it has priority over the Secured Lender Claims pursuant to the CA; provided it does not include Claims for deposits pursuant to an APS, whether or not such amounts were held in trust, insured or subject to deposit protection, or Claims

pursuant to any charges created by the Initial Order or any other Order in these CCAA Proceedings;

- (v) **“Priority Claims Procedure”** means the procedures outlined in this Order, including the Schedules hereto;
- (w) **“Priority Creditor”** means any Person asserting a Priority Claim;
- (x) **“Proof of Claim”** means the form of Proof of Claim to be completed and filed by a Priority Creditor setting forth its purported Priority Claim, substantially in the form attached as **Schedule C**;
- (y) **“Property”** means the property, assets and undertakings of each of the Respondents including, without limitation, the Phase 1 Property and the Phase 2 and 3 Property;
- (z) **“Proven Claim”** means the amount and classification of any Priority Creditor’s Priority Claim as finally determined in accordance with this Priority Claims Procedure; and
- (aa) **“Secured Lender Claims”** means the Claims of MarshallZehr in respect of its senior secured credit facilities granted to 2055226 Ontario and guaranteed by the other Respondents, which are secured by, among other things, charges against the Phase 1 Property and the Phase 2 and 3 Property.

NOTICE TO PRIORITY CREDITORS

3. THIS COURT ORDERS that:

- (a) the Monitor shall, no later than two Business Days following the making of the Priority Claims Procedure Order, post a copy of the Priority Claims Procedure Order, with schedules, on the Monitor's Website;
- (b) the Monitor shall send a copy of the Claims Package by September 29, 2026 to any those Persons who as of the date of this Order, appear based on the Books and Records, to owed monies by one or more of the Respondents in respect of construction trade work performed on the Property (including without limitation, all Persons who have registered a lien on title to the Property) and which monies remain unpaid in whole or in part;
- (c) the Monitor shall, by no later than September 29, 2026, cause to be published the Notice to Priority Creditors in *The Globe and Mail* (National Edition); and
- (d) the Monitor shall, provided such request is received prior to the Claims Bar Date, deliver as soon as reasonably possible following receipt of a request therefor, a copy of the Claims Package to any Person claiming to be a Priority Creditor and requesting such material.

PROOFS OF CLAIM

4. **THIS COURT ORDERS** that all Priority Creditors wishing to assert a Priority Claim, shall **file with the Monitor a Proof of Claim by the Claims Bar Date**. For greater certainty no Person need submit a Proof of Claim in respect of (i) a Claim that is not alleged to be a Priority Claim, including any unsecured Claim and any Claim for the payment of deposits pursuant to an APS; and (ii) a claim relating to a time period after the date of the Filing Date and/or not based on facts existing on or prior to the date of the Initial Order (a "**Post-Filing Claim**").

CLAIMS BAR DATE FOR PRIORITY CLAIM

5. **THIS COURT ORDERS** that all Proofs of Claim, together with supporting documentation, must be filed with the Monitor by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission, so that such Proof of Claim is received by the Monitor by no later than the Claims Bar Date.

6. **THIS COURT ORDERS** that any Priority Creditor who does not file a Proof of Claim, together with supporting documentation, by the Claims Bar Date:

- (a) shall be and is hereby forever barred from asserting or enforcing any such Priority Claim and shall be deemed to have fully and finally released and discharged all Priority Claims as against the Respondents, the Property (including any proceeds thereof) and the Monitor; and
- (b) shall not be entitled to receive any distributions from the Respondents or the Property in respect of such Priority Claim.

7. **THIS COURT ORDERS** that, with respect to any Priority Claims which are deemed to have been released and discharged in accordance with paragraph 6 of this Order, the Respondents and the Monitor shall be released and discharged from any and all demands, claims, actions, causes of action, counterclaims, suits, debts, sums of money, accounts, covenants, damages, judgments, executions, charges and other recoveries on account of any liability, obligation, demand or cause of action of whatever nature which any Priority Creditor may have been entitled to assert, including, without limitation, any and all claims in respect of potential statutory liabilities, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising, based in whole or in part on any act or omission, transaction or dealing or other occurrence existing

or taking place prior to the Filing Date, solely to the extent of, and in respect of, such barred Priority Claims.

DETERMINATION OF CLAIMS

8. **THIS COURT ORDERS** that the Monitor shall review all Proofs of Claim filed on or before the Claims Bar Date and may accept, revise or disallow (in whole or in part) the amount and/or status of a Priority Claim set out in any Proof of Claim. At any time, the Monitor may request additional information with respect to any Priority Claim, and may request that the Priority Creditor file a revised Proof of Claim.

9. **THIS COURT ORDERS** that if the Monitor determines to revise or disallow a Proof of Claim, then the Monitor shall send a Notice of Revision or Disallowance to the Priority Creditor.

10. **THIS COURT ORDERS** that the Monitor may attempt to resolve the amount and/or status of any Priority Claim with the Priority Creditor on a consensual basis prior to accepting, revising or disallowing such Priority Claim.

11. **THIS COURT ORDERS** that where a Proof of Claim has been revised or disallowed (in whole or in part) by a Notice of Revision or Disallowance, the revised or disallowed portion of that Priority Claim shall not establish a Proven Claim unless the Priority Creditor has disputed the revision or disallowance in accordance with paragraphs 12 and 13, and proven the revised or disallowed Priority Claim (or portion thereof) in accordance with paragraphs 14 to 15 of this Priority Claims Procedure Order.

NOTICES OF DISPUTE

12. **THIS COURT ORDERS** that if a Priority Creditor disputes a Notice of Revision or Disallowance received by it and intends to contest the Notice of Revision or Disallowance then

such Priority Creditor shall deliver a Notice of Dispute by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission so that such Notice of Dispute is received by the Monitor **by no later than 5:00 p.m. (Toronto time) on the Business Day which is ten (10) days after delivery of the Notice of Revision or Disallowance** or such later date as the Monitor may agree in writing or the Court may order. The filing of a Notice of Dispute with the Monitor within the time set out herein shall constitute an application to have the amount or status of such Priority Claim determined as set out in paragraphs 14 to 15 hereof.

13. **THIS COURT ORDERS** that if a Person who receives a Notice of Revision or Disallowance fails to file a Notice of Dispute with the Monitor within the time period set out in paragraph 12 of this Priority Claims Procedure Order, then the amount and status of such Person's Priority Claim shall be deemed to be as set out in the Notice of Revision or Disallowance and such amount and status, if any, shall constitute such Priority Creditor's Proven Claim, if any, for all purposes.

RESOLUTION OF PRIORITY CLAIMS

14. **THIS COURT ORDERS** that as soon as practicable after the delivery of the Notice of Dispute to the Monitor, the Monitor may:

- (a) attempt to resolve the classification and amount of the Priority Claim with the Priority Creditor on a consensual basis;
- (b) appoint a Claims Officer to act as an arbitrator and/or mediator in respect of any disputes involving the amount and/or status of an alleged Priority Claim. The Claims Officer will determine all procedural matters that may arise in respect of such dispute, including the manner in which any evidence may be adduced. The

Claims Officer shall have the discretion to determine by whom and to what extent the costs of any hearing before the Claims Officer shall be paid; and/or

- (c) schedule an appointment with the Court for the purpose of scheduling a motion to have the classification and/or amount of the Priority Claim determined by the Court, and at such motion the Priority Creditor shall be deemed to be the applicant and the Monitor shall be deemed to be the respondent.

15. **THIS COURT ORDERS** that, notwithstanding the other provisions of this Order, the Monitor may make a motion to the Court for a final determination of a Priority Claim at any time, whether or not a Notice of Revision or Disallowance has been sent by the Monitor, on full notice to the applicable Priority Creditor and the Service List.

16. **THIS COURT ORDERS** that in the event that the dispute between the Priority Creditor and the Monitor is not settled within a time period or in a manner satisfactory to the Monitor or the Priority Creditor, the Monitor or the Priority Creditor may make a motion to the Court for directions, on notice to each other and to the Service List.

ADEQUACY OF INFORMATION/CURRENCY

17. **THIS COURT ORDERS** that:

- (a) the Monitor may, where it is satisfied that a Priority Claim has been adequately proven, waive strict compliance with the requirements of this Priority Claims Procedure Order as to completion and execution of Proofs of Claim; and
- (b) any Priority Claims denominated in a currency other than Canadian dollars shall, for the purposes of this Priority Claims Procedure Order, be converted to, and constitute obligations in, Canadian dollars, such calculation to be effected by the Monitor using the Bank of Canada daily exchange rate on the Filing Date.

NOTICE OF TRANSFEREES

18. **THIS COURT ORDERS** that the Monitor shall not be obligated to give notice to or otherwise deal with a transferee or assignee of a Priority Claim as the Priority Creditor in respect thereof unless:

(a) actual written notice of the transfer or assignment, together with satisfactory evidence of a valid transfer or assignment of the Priority Claim, has been received by the Monitor; and

(b) the Monitor has acknowledged in writing such transfer or assignment,

and thereafter such transferee or assignee shall for the purposes hereof constitute the “Priority Creditor” in respect of such Priority Claim. Any such transferee or assignee of a Priority Claim, and such Priority Claim, shall be bound by any notices given or steps taken in respect of such Priority Claim in accordance with this Priority Claims Procedure Order prior to the written acknowledgement by the Monitor of such transfer or assignment.

19. **THIS COURT ORDERS** that if the holder of a Priority Claim has transferred or assigned the whole of such Priority Claim to more than one Person or part of such Priority Claim to another Person or Persons, such transfer or assignment shall not create a separate Priority Claim or Claims and such Priority Claim shall continue to constitute and be dealt with as a single Priority Claim notwithstanding such transfer or assignment, and the Monitor shall in each such case not be bound to acknowledge or recognize any such transfer or assignment and shall be entitled to give notices to and to otherwise deal with such Priority Claim only as a whole and then only to and with the Person last holding such Priority Claim in whole as the Priority Creditor in respect of such Priority Claim. Provided that a transfer or assignment of the Priority Claim has taken place in accordance

with paragraph 18 of this Priority Claims Procedure Order and the Monitor has acknowledged in writing such transfer or assignment, the person last holding such Priority Claim in whole as the Priority Creditor in respect of such Priority Claim may by notice in writing to the Monitor direct that subsequent dealings in respect of such Priority Claim, but only as a whole, shall be with a specified Person and, in such event, such Priority Creditor, such transferee or assignee of the Priority Claim and the whole of such Priority Claim shall be bound by any notices given or steps taken in respect of such Priority Claim by or with respect to such Person in accordance with this Priority Claims Procedure Order.

20. **THIS COURT ORDERS** that the Monitor is under no obligation to give notice of a valid transfer or assignment made pursuant to this Priority Claims Procedure Order to any Person other than the Priority Creditor holding the Priority Claim and shall, without limitation, have no obligation to give notice to any Person holding a security interest, lien, or charge in, or a pledge or assignment by way of security in, a Priority Claim.

21. **THIS COURT ORDERS** that the transferee or assignee of any Priority Claim:

- (a) shall take the Priority Claim subject to the rights and obligations of the transferor/assignor of the Priority Claim, and subject to the rights of any of the Respondents against any such transferor or assignor, including any rights of set-off which any of the Respondents had against such transferor or assignor, and
- (b) cannot use any transferred or assigned Priority Claim to reduce any amount owing by the transferee or assignee to any of the Respondents, whether by way of set-off, application, merger, consolidation or otherwise.

PROTECTIONS FOR THE MONITOR

22. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under: (i) the CCAA, (ii) the Initial Order, and/or (iii) any other Order of the Court, is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Priority Claims Procedure Order or incidental thereto.

23. **THIS COURT ORDERS** that in carrying out the terms of this Priority Claims Procedure Order:

- (a) the Monitor shall have all the protections given to it by the CCAA, the Initial Order, any other Order of this Court, and as an officer of this Court, as applicable;
- (b) the Monitor shall incur no liability or obligation as a result of the carrying out of the provisions of this Priority Claims Procedure Order save and except for any gross negligence or willful misconduct on its part;
- (c) shall be entitled to consult with MarshallZehr from time to time and shall be entitled to provide copies of Proofs of Claim to MarshallZehr in connection with such consultation;
- (d) the Monitor shall be entitled to rely on the Books and Records and any information provided by the Respondents or Alliance Homes as well as documentation and information provided by others, including information and documentation provided by Priority Creditors pursuant to this Priority Claims Procedure Order, which the Monitor believes to be accurate and true, without independent investigation; and
- (e) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such Books and Records or information.

DIRECTIONS

24. **THIS COURT ORDERS** that the Monitor may, at any time, and with such notice as this Court may require, seek directions from this Court with respect to this Priority Claims Procedure Order, the Priority Claims Procedure set out herein and the forms attached as Schedules hereto.

SERVICE AND NOTICE

25. **THIS COURT ORDERS** that the Monitor be at liberty to deliver the Claims Package, and any letters, notices or other documents to Priority Creditors or other interested Persons, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission (including email) to such Persons at the address as last shown on the records of the Respondents or on the Service List in these CCAA Proceedings and that any such service or notice by courier, personal delivery or electronic or digital transmission shall be deemed to be delivered and received on the next Business Day following the date of forwarding thereof, or if sent by prepaid ordinary mail, on the fourth Business Day after mailing.

26. **THIS COURT ORDERS** that the forms of notice to be provided in accordance with this Priority Claims Procedure Order shall constitute good and sufficient service and delivery of notice of this Priority Claims Procedure Order and the Claims Bar Date on all Persons who may be entitled to receive notice and who may assert a Priority Claim and no other notice or service need be given or made and no other documents or material need be sent to or served upon any Person in respect of this Priority Claims Procedure Order.

27. **THIS COURT ORDERS** that any notice or other communication (including, without limitation, Proofs of Claim and Notices of Dispute) to be given under this Priority Claims Procedure Order by a Priority Creditor to the Monitor shall be in writing substantially in the form,

if any, provided for in this Priority Claims Procedure Order and will be sufficiently given only if given by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission (including email) addressed to:

BDO Canada Limited,
in its capacity as court-appointed Monitor
of 2055226 Ontario Inc. Alliance (Sutton) Inc., Berkstar Development Inc., Rose
Sutton Limited Partnership and Rose Operating I GP Inc.
500-20 Wellington Street East
Toronto, Ontario, M5E 1C5

Attention: BDO Canada Limited – Hedge Road Claims
Email: hedgeroad@bdo.ca

Any such notice or other communication by a Priority Creditor shall be deemed received only upon actual receipt if delivered by 5:00 pm (Toronto Time) on a Business Day, and if received after 5:00 pm or other than on a Business Day, then on the following Business Day.

28. **THIS COURT ORDERS** that in the event that this Priority Claims Procedure Order is later amended by further order of the Court, the Monitor shall post such further order on the Monitor's Website, and such posting shall constitute adequate notice to Priority Creditors of such amended Priority Claims Procedure.

MISCELLANEOUS

29. **THIS COURT ORDERS** that this Priority Claims Procedure Order does not and is not intended to provide for a distribution to Priority Creditors but solely for providing a process for submitting and adjudicating Priority Claims. The Monitor will request additional relief from this Court relating to distributions to Priority Creditors. Nothing in this Order or in the filing, acceptance, revision, disallowance or determination of any Proof of Claim shall prejudice, impair, subordinate, vary or otherwise affect the rights, claims, security, charges, priorities or remedies of the secured lenders, except as expressly ordered by this Court.

30. **THIS COURT ORDERS** that the Monitor may set off (whether by way of legal, equitable or contractual set-off) against the Priority Claims of any Priority Creditor, any claims of any nature whatsoever that the Respondents may have against such Priority Creditor arising prior to the entry of this Priority Claims Procedure Order, provided that such set-off satisfies the requirements for legal, equitable or contractual set-off to the extent permitted by applicable law. If there is any dispute between the Monitor and the applicable Priority Creditor, however, neither the failure to assert set-off nor the allowance of any Priority Claim hereunder shall constitute a waiver or release by the Monitor of any such claim that the Respondents or the Monitor may have against such Priority Creditor.

GENERAL PROVISIONS

31. **THIS COURT ORDERS** that the Monitor may, from time to time, apply to this Court for advice and directions in connection with the discharge or variation of its powers and duties under this Order.

32. **THIS COURT ORDERS AND REQUESTS** the aid and recognition of any court of any judicial, regulatory or administrative body in any province or territory of Canada (including the assistance of any court in Canada pursuant to section 17 of the CCAA) and of any other nation or state, to act in aid of and to be complementary to this Court in carrying out the terms of this Priority Claims Procedure Order. All courts, tribunals, and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Priority Claims

Procedure Order or to assist the Monitor and their agents in carrying out the terms of this Priority Claims Procedure Order.

**SCHEDULE A
NOTICE TO PRIORITY CREDITORS**

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF 2055226 ONTARIO INC., ALLIANCE
(SUTTON) INC., BERKSTAR DEVELOPMENT INC. ROSE
SUTTON LIMITED PARTNERSHIP AND ROSE
OPERATING I GP INC.**

RE: NOTICE OF PRIORITY CLAIMS PROCEDURE

PLEASE TAKE NOTICE that this notice is being published pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) made September 18, 2026 (the “**Priority Claims Procedure Order**”) in the proceedings commenced in respect of 2055226 Ontario Inc., Alliance (Sutton) Inc., Berkstar Development Inc., Rose Sutton Limited Partnership and Rose Operating I GP Inc. (the “**Respondents**”) pursuant to the *Companies' Creditors Arrangement Act*. Defined terms used here and not defined have the meanings given in the Priority Claims Procedure Order.

BDO Canada Limited, in its capacity as the Court-appointed monitor (in such capacity, the “**Monitor**”) of the Respondents, is conducting a claims process to call for Priority Claims, including claims ranking in priority to the Secured Lender Claims. **Unsecured Claims and Claims that do not have evidence and/or a basis to be a Priority Claim are not being called for in this Priority Claims Procedure. Such Claims will not be reviewed, considered or addressed in this Priority Claims Procedure. Claims for deposits paid pursuant to APSs will not be considered or addressed in this Priority Claims Procedure. Post-Filing Claims will not be considered or addressed in this Priority Claims Procedure.**

Subject to certain exceptions (as set out in the Priority Claims Procedure Order), all Priority Creditors of the Respondents should receive a Claims Package from the Monitor. Priority Creditors may also obtain the Priority Claims Procedure Order and a Claims Package from the Monitor's website at www.bdo.ca/2055226_Ontario or by contacting the Monitor by email at HedgeRoad@bdo.ca.

Completed documents must be received by the Monitor by 5:00 p.m. (Toronto time) on October 26, 2026 (the “Claims Bar Date”). It is your responsibility to complete the appropriate documents and ensure that the Monitor receives your completed documents by the Claims Bar Date.

PRIORITY CLAIMS NOT RECEIVED BY THE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

DATED at Toronto on September ●, 2026.

SCHEDULE B
INSTRUCTION LETTER FOR THE PRIORITY CLAIMS PROCEDURE
IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C.
1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
2055226 ONTARIO INC., ALLIANCE (SUTTON) INC., BERKSTAR DEVELOPMENT
INC. ROSE SUTTON LIMITED PARTNERSHIP AND ROSE OPERATING I GP INC.

PRIORITY CLAIMS PROCEDURE

By Order of the Ontario Superior Court of Justice (Commercial List) made September 18, 2026 (the “**Priority Claims Procedure Order**”), BDO Canada Limited, the Court-appointed monitor (in such capacity, the “**Monitor**”) of 2055226 Ontario Inc., Alliance (Sutton) Inc., Berkstar Development Inc., Rose Sutton Limited Partnership and Rose Operating I GP Inc. (the “**Respondents**”) has been authorized to conduct a priority claims procedure (the “**Priority Claims Procedure**”) for the determination of certain priority claims against the Respondents.

This letter provides instructions for understanding and completing a Proof of Claim. Please note that capitalized terms that are not defined in this Instruction Letter shall have the meanings ascribed to them in the Priority Claims Procedure Order.

Please note that this Priority Claims Procedure is only in respect of Priority Claims pertaining to the Respondents and their Property.

- **Any unsecured Claims or Claims that otherwise do not have evidence and/or a basis to rank ahead of the Secured Lender Claims are not being called for in this Priority Claims Procedure. Such Claims will not be reviewed, considered or addressed in this Priority Claims Procedure.**
- **Claims for deposits paid pursuant to APSs will not be considered or addressed in this Priority Claims Procedure.**
- **Post-Filing Claims will not be considered or addressed in this Priority Claims Procedure.**

The Priority Claims Procedure is intended for any Person with a Priority Claim, including claims ranking in priority to the Secured Lender Claims, including valid construction lien holdback claims that are granted priority pursuant to the *Construction Act* (Ontario), whether unliquidated, contingent or otherwise against any of the Respondents or the Property. Please review the Priority Claims Procedure Order on the Monitor’s Website (www.bdo.ca/2055226_Ontario) for the complete procedure and relevant definitions.

If you have any questions regarding the Priority Claims Procedure, please consult the Monitor’s Website or contact the Monitor at the address provided below.

All notices and enquiries with respect to the Priority Claims Procedure should be addressed to:

BDO Canada Limited,

in its capacity as court-appointed Monitor
of 2055226 Ontario Inc. Alliance (Sutton) Inc., Berkstar Development Inc., Rose
Sutton Limited Partnership and Rose Operating I GP Inc.

500-20 Wellington Street East
Toronto, Ontario, M5E 1C5

Attention: BDO Canada Limited – Hedge Road Claims
Email: hedgeroad@bdo.ca

A. FOR PRIORITY CREDITORS SUBMITTING A PROOF OF CLAIM

If you believe that you have a Priority Claim, you must complete and submit a Proof of Claim along with any supporting documentation as described in Section E and F of the Proof of Claim.

Your Proof(s) of Claim must be received by 5:00 p.m. (Toronto time) on October 26, 2026, the Claims Bar Date, failing which such Priority Claim will be barred and extinguished, released and discharged forever.

Additional Proof of Claim forms and other information, including the Priority Claims Procedure Order, can be obtained from the Monitor's Website at www.bdo.ca/2055226_Ontario, or by contacting the Monitor at the telephone number or email address indicated above and providing particulars as to your name, address and contact information.

It is your responsibility to ensure that the Monitor receives your Proof of Claim by the Claims Bar Date in respect of Priority Claims.

SCHEDULE C
PROOF OF CLAIM, PURSUANT TO THE PRIORITY CLAIMS PROCEDURE ORDER
MADE SEPTEMBER 18, 2026.

A. PARTICULARS OF RESPONDENT

1. Name of Respondent(s):

B. PARTICULARS OF PRIORITY CREDITOR

2. Legal Name of Priority Creditor:

3. Full Mailing Address of the Priority Creditor (the original Priority Creditor and not the Assignee):

4. Telephone Number:

5. Email address:

6. Attention (Contact Person):

7. Has the Priority Claim been sold or assigned by the Priority Creditor to another party [check (✓) one]?

Yes: ☐ No: ☐

C. PARTICULARS OF ASSIGNEE(S) (IF ANSWER TO QUESTION 7 IS YES):

8. Full Legal Name of Assignee(s):

(If Priority Claim has been assigned, insert full legal name of assignee(s) of Priority Claim (if all or a portion of the Priority Claim has been sold). If there is more than one assignee, please attach a separate sheet with the required information)

9. Full Mailing Address of Assignee(s):

10. Telephone Number of Assignee: _____
11. Email address: _____
12. Attention (Contact Person): _____

D. PROOF OF CLAIM:

I, _____
[name of Priority Creditor or representative of the Priority Creditor],
of _____ do hereby certify that:
[City and Province]

- (a) I [check (✓) one]
- ☐ am the Priority Creditor of the Respondent(s) named above; OR
- ☐ am _____ (state position or title) of the Priority Creditor;
- (b) I have knowledge of all the circumstances connected with the Priority Claim referred to below;
- (c) the Priority Creditor has a Priority Claim as follows:
- (i) TOTAL PRIORITY CLAIM: CDN\$ _____

(Claims in a foreign currency are to be converted to Canadian Dollars at the Bank of Canada daily exchange rate as at August 24, 2026)

Note: This should only include Priority Claims. Unsecured Claims, Post-Filing Claims and Claims of Pre-Sale Purchasers for deposits paid pursuant to Pre-Sale Purchase Agreements will not be considered or addressed in this Priority Claims Procedure and should not be included here.

E. NATURE OF PRIORITY CLAIM:

(Please attach an additional sheet if more space is needed to set out details to support priority claim. See Section F below.)

F. EVIDENCE OF SECURITY AND PRIORITY

In order to file your Proof of Claim, evidence of the basis for making a Priority Claim is required. Attach all documents establishing the validity, enforceability, amount and priority of the asserted Priority Claim, including the legal basis on which it is alleged to rank ahead of the rights, claims, security or charges of the secured lenders

G. PARTICULARS OF CLAIM:

Other than as already set out herein the particulars of the undersigned's total Priority Claim are attached.

(Provide all particulars of the Priority Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Priority Claim, the amount and copies of invoices, particulars of all credits, discounts, etc. claimed, description of the security granted by the Respondent(s) to the Priority Creditor and estimated value of such security.)

This Proof of Claim must be received by the Monitor by no later than 5:00 p.m. (Toronto time) on October 26, 2026 ("Claims Bar Date") by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission at the following address:

BDO Canada Limited,
in its capacity as court-appointed Monitor
of 2055226 Ontario Inc. Alliance (Sutton) Inc., Berkstar Development Inc., Rose
Sutton Limited Partnership and Rose Operating I GP Inc.
500-20 Wellington Street East
Toronto, Ontario, M5E 1C5

Attention: BDO Canada Limited – Hedge Road Claims
Email: hedgeroad@bdo.ca

H. FILING OF CLAIM:

Failure to file your Proof of Claim as directed by the Claims Bar Date will result in your Priority Claim being barred and in you being prevented from asserting or enforcing such Priority Claim against any of the Respondents or the Property.

Dated at _____ this _____ day of _____, 2026.

Signature of Priority Creditor

SCHEDULE D
NOTICE OF REVISION OR DISALLOWANCE OF CLAIM

REFERENCE NUMBER: ●

TO: [insert name of priority creditor]

BDO Canada Limited, the Court-appointed monitor (in such capacity, the “**Monitor**”) of 2055226 Ontario Inc., Alliance (Sutton) Inc., Berkstar Development Inc., Rose Sutton Limited Partnership and Rose Operating I GP Inc. (the “**Respondents**”) appointed in the Initial Order of The Honourable Mr. Justice Dunphy of the Ontario Superior Court of Justice (Commercial List) made August 24, 2026, hereby gives you notice that the Monitor has reviewed your Proof of Claim and has revised or rejected your Priority Claim or any part thereof, as follows:

The Priority Claim as Submitted	The Priority Claim as Determined

Reasons for Revision or Disallowance:

[insert explanation]

If you do not agree with this Notice of Revision or Disallowance, please take notice of the following:

1. If you dispute this Notice of Revision or Disallowance, you must, no later than 5:00 p.m. (Toronto time) on [●], being the Business Day which is ten (10) calendar days after the Notice of Revision or Disallowance is delivered by the Monitor (see paragraph 12 of the Priority Claims Procedure Order), notify the Monitor by delivery of a Notice of Dispute in accordance with the Priority Claims Procedure Order. The form of Notice of Dispute is enclosed.
2. **IF YOU DO NOT DELIVER A NOTICE OF DISPUTE WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU AND YOUR PRIORITY CLAIM SHALL BE DEEMED TO BE AS SET OUT IN THIS NOTICE OF REVISION OR DISALLOWANCE.**

DATED at Toronto, this ●, day of ●, 2026.

**In its capacity as Court-Appointed Monitor of 2055226 Ontario Inc.,
Alliance (Sutton) Inc., Berkstar Development Inc.,
Rose Sutton Limited Partnership and Rose Operating I GP Inc.
and not in its personal or corporate capacity**

**SCHEDULE E
NOTICE OF DISPUTE**

We hereby give you notice of our intention to dispute the Notice of Revision or Disallowance dated _____ issued in respect of our Priority Claim.

Reasons for Dispute (attach extra sheets and copies of all supporting documentation if necessary):

Name of Priority Creditor:

(Signature of individual completing this Dispute)

Date

(Please print name)

Telephone Number: _____

Email address: _____

Full Mailing Address: _____

THIS FORM IS TO BE RETURNED BY PREPAID ORDINARY MAIL, COURIER, PERSONAL DELIVERY OR ELECTRONIC OR DIGITAL TRANSMISSION AND MUST BE RECEIVED NO LATER THAN 5:00 P.M. (TORONTO TIME) ON ●, BEING THE BUSINESS DAY WHICH IS TEN CALENDAR DAYS AFTER THE NOTICE OF REVISION OR DISALLOWANCE IS DELIVERED BY THE MONITOR (PURSUANT TO PARAGRAPH 12 OF THE PRIORITY CLAIMS PROCEDURE ORDER) TO:

BDO Canada Limited,
in its capacity as court-appointed Monitor
of 2055226 Ontario Inc. Alliance (Sutton) Inc., Berkstar Development Inc., Rose
Sutton Limited Partnership and Rose Operating I GP Inc.
500-20 Wellington Street East
Toronto, Ontario, M5E 1C5

Attention: BDO Canada Limited – Hedge Road Claims
Email: hedgeroad@bdo.ca

SCHEDULE F**Legal Description of Phase 1 Property in the Land Titles Office
for the Registry Division of York Region No. 65**

- (i) PIN 30064-0002 (LT): UNIT 2, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (ii) PIN 30064-0003 (LT): UNIT 3, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (iii) PIN 30064-0004 (LT): UNIT 4, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (iv) PIN 30064-0005 (LT): UNIT 5, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (v) PIN 30064-0006 (LT): UNIT 6, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (vi) PIN 30064-0012 (LT): UNIT 12, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (vii) PIN 30064-0014 (LT): UNIT 14, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (viii) PIN 30064-0015 (LT): UNIT 15, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (ix) PIN 30064-0017 (LT): UNIT 17, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;

- (x) PIN 30064-0018 (LT): UNIT 18, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xi) PIN 30064-0019 (LT): UNIT 19, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xii) PIN 30064-0020 (LT): UNIT 20, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xiii) PIN 30064-0025 (LT): UNIT 25, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xiv) PIN 30064-0026 (LT): UNIT 26, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xv) PIN 30064-0029 (LT): UNIT 29, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; SUBJECT TO AN EASEMENT FOR ENTRY AS IN YR3715904; TOWN OF GEORGINA;
- (xvi) PIN 30064-0034 (LT): UNIT 34, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xvii) PIN 30064-0035 (LT): UNIT 35, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xviii) PIN 30064-0036 (LT): UNIT 36, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xix) PIN 30064-0038 (LT): UNIT 38, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT

TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;

- (xx) PIN 30064-0039 (LT): UNIT 39, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xxi) PIN 30064-0041 (LT): UNIT 41, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xxii) PIN 30064-0042 (LT): UNIT 42 LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xxiii) PIN 30064-0043 (LT): UNIT 43, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xxiv) PIN 30064-0046 (LT): UNIT 46, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xxv) PIN 30064-0047 (LT): UNIT 47, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xxvi) PIN 30064-0050 (LT): UNIT 50, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xxvii) PIN 30064-0051 (LT): UNIT 51, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xxviii) PIN 30064-0059 (LT): UNIT 59, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;

- (xxix) PIN 30064-0060 (LT): UNIT 60, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xxx) PIN 30064-0065 (LT): UNIT 65, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xxxi) PIN 30064-0066 (LT): UNIT 66, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xxxii) PIN 30064-0072 (LT): UNIT 72, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xxxiii) PIN 30064-0073 (LT): UNIT 73, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xxxiv) PIN 30064-0083 (LT): UNIT 83, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xxxv) PIN 30064-0092 (LT): UNIT 92, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xxxvi) PIN 30064-0095 (LT): UNIT 95, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xxxvii) PIN 30064-0096 (LT): UNIT 96, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xxxviii) PIN 30064-0097 (LT): UNIT 97, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;

- (xxxix) PIN 30064-0098 (LT): UNIT 98, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xl) PIN 30064-0101 (LT): UNIT 101, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xli) PIN 30064-0102 (LT): UNIT 102, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xlii) PIN 30064-0104 (LT): UNIT 104, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xliii) PIN 30064-0106 (LT): UNIT 106, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xliv) PIN 30064-0107 (LT): UNIT 107, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xlv) PIN 30064-0108 (LT): UNIT 108, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xlvi) PIN 30064-0109 (LT): UNIT 109, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xlvii) PIN 30064-0110 (LT): UNIT 110, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (xlviii) PIN 30064-0111 (LT): UNIT 111, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;

- (xlix) PIN 30064-0114 (LT): UNIT 114, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (l) PIN 30064-0115 (LT): UNIT 115, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (li) PIN 30064-0116 (LT): UNIT 116, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (lii) PIN 30064-0118 (LT): UNIT 118, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (liii) PIN 30064-0122 (LT): UNIT 122, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (liv) PIN 30064-0123 (LT): UNIT 123, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (lv) PIN 30064-0124 (LT): UNIT 124, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (lvi) PIN 30064-0125 (LT): UNIT 125, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (lvii) PIN 30064-0128 (LT): UNIT 128, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA
- (lviii) PIN 30064-0130 (LT): UNIT 130, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;

- (lix) PIN 30064-0131 (LT): UNIT 131, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (lx) PIN 30064-0132 (LT): UNIT 132, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (lxi) PIN 30064-0133 (LT): UNIT 133, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (lxii) PIN 30064-0134 (LT): UNIT 134, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (lxiii) PIN 30064-0135 (LT): UNIT 135, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (lxiv) PIN 30064-0136 (LT): UNIT 136, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (lxv) PIN 30064-0138(LT): UNIT 138, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (lxvi) PIN 30064-0139 (LT): UNIT 139, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (lxvii) PIN 30064-0141 (LT): UNIT 141, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (lxviii) PIN 30064-0142 (LT): UNIT 142, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;

- (lxi) PIN 30064-0143 (LT): UNIT 143, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (lxx) PIN 30064-0145 (LT): UNIT 145, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (lxxi) PIN 30064-0146 (LT): UNIT 146, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (lxxii) PIN 30064-0147 (LT): UNIT 147, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (lxxiii) PIN 30064-0148 (LT): UNIT 148, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (lxxiv) PIN 30064-0149 (LT): UNIT 149, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA;
- (lxxv) PIN 30064-0150 (LT): UNIT 150, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA; and
- (lxxvi) PIN 30064-0151 (LT): UNIT 151, LEVEL 1, YORK REGION VACANT LAND CONDOMINIUM PLAN NO. 1532 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN YR3653315; TOWN OF GEORGINA.

SCHEDULE G

Legal Description of Phase 2 and 3 Property in the Land Titles Office for the Registry Division of York Region No. 65

1. 03527 - 0934 (LT): PART LOT 5 CON 8 GEORGINA PART 6, 65R39090; TOGETHER WITH AN EASEMENT OVER (1STLY) PT BLK D PL 427 PT 1 65R31590, (2NDLY) PT GEORGE ROAD PL 427 PT 2 65R31590 AND (3RDLY) PT LTS 280, 281 & 282 PL 427 PT 3 65R31590 AS IN YR1581269; SUBJECT TO AN EASEMENT AS IN YR2852007; SUBJECT TO AN EASEMENT AS IN YR3468915; SUBJECT TO AN EASEMENT IN GROSS AS IN YR3468918; TOWN OF GEORGINA;
2. 03527 - 0935 (LT): PART LOT 5 CON 8 GEORGINA PARTS 7 AND 13, 65R39090; TOGETHER WITH AN EASEMENT OVER (1STLY) PT BLK D PL 427 PT 1 65R31590, (2NDLY) PT GEORGE ROAD PL 427 PT 2 65R31590 AND (3RDLY) PT LTS 280, 281 & 282 PL 427 PT 3 65R31590 AS IN YR1581269; SUBJECT TO AN EASEMENT AS IN YR2852007; SUBJECT TO AN EASEMENT AS IN YR3468915; SUBJECT TO AN EASEMENT IN GROSS AS IN YR3468918; TOWN OF GEORGINA;
3. 03527 - 0936 (LT): PART LOT 5 CON 8 GEORGINA PART 12, 65R39090; TOGETHER WITH AN EASEMENT OVER (1STLY) PT BLK D PL 427 PT 1 65R31590, (2NDLY) PT GEORGE ROAD PL 427 PT 2 65R31590 AND (3RDLY) PT LTS 280, 281 & 282 PL 427 PT 3 65R31590 AS IN YR1581269; SUBJECT TO AN EASEMENT AS IN YR2852007; SUBJECT TO AN EASEMENT AS IN YR3468915; SUBJECT TO AN EASEMENT IN GROSS AS IN YR3468918; TOWN OF GEORGINA; and
4. 03527 - 0938 (LT): PART LOT 5 CON 8 GEORGINA PARTS 8 PLAN 65R39090; TOGETHER WITH AN EASEMENT OVER (1STLY) PT BLK D PL 427 PT 1 65R31590, (2NDLY) PT GEORGE ROAD PL 427 PT 2 65R31590 AND (3RDLY) PT LTS 280, 281 & 282 PL 427 PT 3 65R31590 AS IN YR1581269; SUBJECT TO AN EASEMENT AS IN YR2852007; SUBJECT TO AN EASEMENT AS IN YR3468915; SUBJECT TO AN EASEMENT IN GROSS AS IN YR3468918; TOWN OF GEORGINA.

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

Court File No.: CL-26-00000362-0000

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
2055226 ONTARIO INC. et al.**

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

Proceeding commenced at Toronto

**PRIORITY CLAIMS PROCEDURE ORDER
(DATED SEPTEMBER 18, 2026)**

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LLP**

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Lawyers for the Monitor

MARSHALLZEHR GROUP INC.

-and-

Court File No. **CL-26-00000362-0000**
**2055226 ONTARIO INC., ALLIANCE (SUTTON) INC., BERKSTAR
DEVELOPMENT INC., ROSE SUTTON LIMITED PARTNERSHIP
and ROSE OPERATING I GP INC.**

Applicant

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
PROCEEDING COMMENCED AT
TORONTO
(COMMERCIAL LIST)**

**MOTION RECORD OF BDO CANADA LIMITED
IN ITS CAPACITY AS MONITOR
(Priority Claims Procedure)
returnable September 18, 2026**

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in its Capacity as Monitor