

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

KEVIN D'AMORE

Applicant

- and -

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

Respondents

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

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

(VOLUME 4 OF 4)

February 26, 2021

MILLER THOMSON LLP

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

Tony Van Klink LSUC#: 29008M
Tel: 519.931.3509
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Sherry A. Kettle LSUC#: 53561B
Tel: 519.931.3534
Fax: 519.858.8511

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

APPENDIX M

Court File No. CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

KEVIN D'AMORE

Applicant

- and -

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

Respondents

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

AFFIDAVIT OF SHERRY KETTLE

I, SHERRY KETTLE, of the City of London, in the Province of Ontario, AFFIRM AND SAY:


1. I am a partner with the law firm of Miller Thomson LLP ("MT"), lawyers for BDO Canada Limited ("BDO"), in its capacity as Court-appointed Receiver (the "Receiver") of the property, assets and undertakings of Banwell Development Corporation ("Banwell") and Royal Timbers Inc. ("Royal Timbers") and, as such, have knowledge of the matters to which I hereinafter depose. Unless I indicate to the contrary, the facts herein are within my personal knowledge and are true. Where I have indicated that I have obtained facts from other sources, I believe those facts to be true.
2. I make this Affidavit further to my previous affidavits sworn July 12, 2013, November 15, 2013, January 17, 2014, February 19, 2015, June 11, 2015, September 25, 2015, May 24, 2017 and June 5, 2019 in support of the Receiver's motion for, among other things, having the fees and disbursements of MT, as legal counsel to the Receiver, approved.
3. Attached hereto to this my Affidavit and marked as Exhibit "A" are copies of the invoices (the "MT Invoices") rendered by MT to BDO which reflect, *inter alia*, fees and disbursements of MT relating to the period April 1, 2019 through January 31, 2021 (the

“Period”). The MT Invoices accurately reflect the services provided by MT during the Period and the fees and disbursements claimed by it. During the Period, the total fees billed were \$56,566.50, the disbursements billed were \$2,394.36, plus applicable taxes in the amount of \$7,446.03.

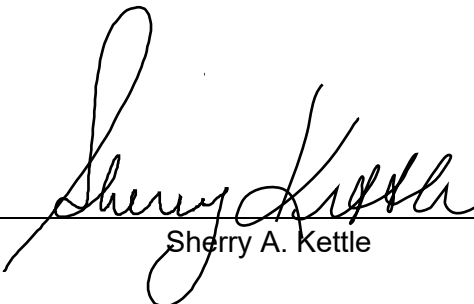
4. Attached hereto to this my Affidavit and marked as Exhibit “B” is a schedule summarizing MT’s fees for the Period. Lawyers and staff at MT have collectively expended a total of 169.1 billable hours in connection with this matter during the Period as outlined in the schedule.

5. To the best of my knowledge, the rates charged by MT throughout these proceedings are comparable to the rates charged by other firms in the Southwestern Ontario market for the provision of similar services. No premiums have been charged on the MT Invoices.

AFFIRMED BEFORE ME via video-conference with the deponent in the City of London Ontario, and the Commissioner in the City of London, Ontario this 18th day of February, 2021.)
)
)
)
)
)
)



A Commissioner for taking affidavits in and for the Province of Ontario, while a Student-at-Law. Expires May 14, 2022
(Michele Szykaruk)



Sherry A. Kettle

Note: This affidavit was commissioned via simultaneous video-conference in accordance with the Commissioners for taking Affidavits Act, R.S.O. 1990, CHAPTER C.17, and Ontario Regulation 431/20 Administering Oath or Declaration Remotely, under which (i) the deponent is known to me, or the identity of the deponent was confirmed from government issued identification, (ii) the commissioner administered the oath or affirmation, (iii) the deponent affixed their electronic signature to the affidavit, (iv) the deponent confirmed their electronic signature to the commissioner, (v) the commissioner affixed their electronic signature to the affidavit including exhibits.

Attached are Exhibits "A" and "B" to the
Affidavit of Sherry A. Kettle affirmed the
18th day of February, 2021.



A Commissioner, Etc.

TAB

“A”

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Account Summary and Remittance Form

May 31, 2019

Invoice Number 3341090

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

Attention: Stephen N. Cherniak

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Fees:	\$9,456.00
Disbursements:	\$234.65
Ontario HST 13% (R119440766)	\$1,243.05
Total Amount Due	\$10,933.70



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F 519.858.8511

MILLERTHOMSON.COM

May 31, 2019

Invoice Number 3341090

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

Attention: Stephen N. Cherniak

To Professional Services Rendered in connection with the following matter(s) including:

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Date	Initials	Description	Hours
04/01/2019	ASR	Follow up regarding comments;	0.20
04/02/2019	ASR	Review proposed amendments to Mutual Services agreement;	0.40
04/03/2019	ASR	Telephone conference regarding amendments to document;	0.80
04/04/2019	ASR	Drafting of mutual services agreement; E-mail correspondence;	0.70
04/04/2019	JC	Prepare legal description for partial Transfer Release and Abandonment;	0.70
04/05/2019	JC	Prepare form of Transfer, Release and Abandonment; email correspondence re Easement for Part 24; discussions with A. Roth;	0.60
04/05/2019	ASR	Review requirements for new easement over Masse lands;	0.20
04/08/2019	ASR	E-mail correspondence regarding amendments;	0.20
04/09/2019	ASR	Drafting of mutual services agreement; E-mail correspondence;	0.30
04/10/2019	ASR	Drafting of mutual services agreement and e-mail	0.70



Date	Initials	Description	Hours
		correspondence;	
04/11/2019	ASR	Drafting of agreement and e-mail correspondence;	0.70
04/11/2019	JC	Draft A&D for Transfer, Release and Abandonment; email correspondence with client;	0.30
04/12/2019	JC	Email correspondence with client;	0.10
04/12/2019	AVK	E-mail to Mr. Williams	0.10
04/15/2019	JC	Review of email correspondence; discussions with A. Roth regarding same;	0.40
04/15/2019	ASR	E-mail correspondence regarding release of abandonment;	0.30
04/16/2019	ASR	Attend to easement release;	0.50
04/16/2019	JC	Discussions with A. Roth regarding registration; compose email to T. Van Klink regarding outstanding writ;	0.20
04/18/2019	JC	Follow up with T. Van Klink regarding Writ issue; discussing with A. Roth; revise form of Transfer, Release and Abandonment;	0.50
04/18/2019	AVK	Reviewing writ; e-mails with Ms. Cook regarding effect of receivership on writ	0.20
04/18/2019	ASR	Attend to lawyers statement for release of easement;	0.30
04/22/2019	JC	Email correspondence; revise Transfer, Release and Abandonment;	0.20
04/22/2019	ASR	Review revised language for writs;	0.20
04/22/2019	AVK	E-mails with Ms. Cook regarding writ/easement issue	0.10
04/23/2019	JC	Revise Transfer, Release and Abandonment; discussions with A. Roth; attend to registration of same; email correspondence;	0.40
04/23/2019	ASR	Finalize and register release of easement; E-mail correspondence;	0.50
04/25/2019	JC	Review of email correspondence regarding additional release; discussions with A. Roth regarding same;	0.20
04/25/2019	ASR	E-mail correspondence regarding additional release;	0.20
04/26/2019	ASR	E-mail correspondence;	0.20



Date	Initials	Description	Hours
04/29/2019	ASR	Attend to registration of additional real property documents;	0.40
04/29/2019	JC	Review of email correspondence; draft Transfer Release and Abandonment; discussions with A. Roth; attend to registration of same;	0.80
04/30/2019	ASR	Attend to PIN correction matters;	0.20
04/30/2019	JC	Submit PIN Correction request; email correspondence;	0.30
05/03/2019	JC	Telephone conference with Land Registry Office regarding Transfer, Release and Abandonment documents; email correspondence with client regarding same;	0.30
05/03/2019	ASR	E-mail correspondence regarding certification of documents;	0.20
05/14/2019	ASR	E-mail correspondence;	0.20
05/15/2019	JC	Review of Amendment to APS; email correspondence with client;	0.30
05/21/2019	AVK	E-mails with Ms. Ford and Mr. Cherniak	0.20
05/21/2019	AVK	Reviewing and revising draft Receiver's Report and Confidential Supplement; working on motion materials	2.00
05/23/2019	JC	Revise Mutual Services Agreement; email correspondence;	0.30
05/23/2019	ASR	E-mail correspondence regarding updated document;	0.20
05/27/2019	ASR	E-mail correspondence;	0.20
05/27/2019	JC	Revise Parking Agreement; email correspondence;	0.20
05/28/2019	ASR	E-mail correspondence regarding requirement for new court order;	0.20
05/28/2019	JC	Email correspondence;	0.80
05/28/2019	AVK	Working on motion materials; various e-mails regarding vesting orders and requirements for various pending transactions	2.50
05/29/2019	AVK	Working on revisions to Receiver's Twelfth Report and motion materials	1.50



Date	Initials	Description	Hours
05/29/2019	ASR	Review security to be included in court order;	0.30
05/29/2019	AVK	Telephone call with Mr. Cherniak	0.20
05/29/2019	JC	Draft AVO with A&D for Reserve Blocks to the City; email correspondence;	0.30
05/30/2019	AVK	Working on revisions to notice of motion, draft orders and twelfth report	0.50
05/30/2019	JC	Email correspondence with client; review of executed documents;	0.20
05/31/2019	JC	Revise Mutual Services and Easement agreement; email correspondence;	0.70
Total Hours			23.40

Our Fee: 9,456.00

TK ID	Initials	Name	Title	Rate	Hours	Amount
05212	ASR	A. Roth	Partner	\$465.00	8.30	\$3,859.50
05403	AVK	A. Van Klink	Partner	\$585.00	7.30	\$4,270.50
05767	JC	J. Cook	Paraprofession al	\$170.00	7.80	\$1,326.00

Taxable Disbursements

Teraview Service Fee	21.50	
Online Searches - Teranet	84.35	
Total Taxable Disbursements	105.85	\$105.85

Non-Taxable Disbursements

Registration Fee	128.80	
Total Non-Taxable Disbursements	128.80	\$128.80

Total Fees and Disbursements \$9,690.65



Ontario HST 13% (R119440766)

On Fees

\$1,229.28

On Disbursements

\$13.77

Total Amount Due

\$10,933.70

E.&O.E.

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Account Summary and Remittance Form

July 31, 2019

Invoice Number 3366021

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

Attention: Stephen N. Cherniak

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Fees:	\$11,160.00
Disbursements:	\$108.85
Ontario HST 13% (R119440766)	\$1,459.75
Total Amount Due	\$12,728.60



MILLER THOMSON
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MILLERTHOMSON.COM

July 31, 2019

Invoice Number 3366021

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

Attention: Stephen N. Cherniak

To Professional Services Rendered in connection with the following matter(s) including:

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Date	Initials	Description	Hours
06/03/2019	JC	Amend agreements; email correspondence;	0.20
06/04/2019	ASR	Review AVO's; E-mail correspondence;	0.40
06/04/2019	JC	Review of schedules to AVO; discussions with A. Roth; email correspondence with T. VanKlink;	0.40
06/04/2019	AVK	Working on court materials	2.80
06/05/2019	AVK	Working on and finalizing motion materials; letter to service list	0.80
06/05/2019	SK	Review and swear fee affidavit;	0.50
06/10/2019	AVK	E-mails with Mr. Cherniak	0.10
06/11/2019	AVK	Drafting confidentiality undertaking; telephone call with Bill Sasso; e-mails with Mr. Cherniak; e-mail to Mr. Sasso	1.00
06/12/2019	AVK	E-mails with Mr. Sasso; e-mail to Ms. Ford; reviewing and considering proposed changes to draft AVO, email to lawyer for purchaser; reviewing materials to be provided to Justice Thomas	0.80
06/13/2019	AVK	E-mails with lawyer for Banwell Gardens regarding AVO; revising draft AVO	0.20



Date	Initials	Description	Hours
06/17/2019	AVK	E-mails to other counsel; letter to RSJ Thomas; e-mails with City of Windsor regarding draft AVO	0.80
06/17/2019	JC	Review of email correspondence; discussions with A. Roth regarding Committee of Adjustment consent;	0.30
06/17/2019	ASR	Review correspondence from City regarding additional conditions to severance;	0.40
06/17/2019	MS	Delivering document to Judith Smith at the Courthouse Floor 15;	0.60
06/18/2019	ASR	E-mail correspondence with City regarding satisfaction of conditions; E-mail correspondence regarding legal description for day care;	0.30
06/18/2019	JC	Search Land Registry Records; obtain updated Parcel Register; request Corporate Profile; email correspondence with client;	0.40
06/18/2019	ME	Obtain Corporation Profile Report for 838605 Ontario Limited and provide same to J. Cook;	0.10
06/20/2019	ASR	E-mail correspondence regarding conditions;	0.20
06/21/2019	JC	Various email correspondence; review of revised AVO;	0.20
06/21/2019	ASR	E-mail correspondence regarding satisfaction of conditions;	0.20
06/24/2019	JC	Email correspondence; update document;	0.10
06/25/2019	ASR	Receive update regarding status of court order; Telephone attendance on lawyer for Banwell Gardens; Follow up regarding consents; E-mail correspondence regarding sale matters;	0.60
06/25/2019	AVK	E-mails and correspondence regarding entered orders	0.20
06/25/2019	AVK	Telephone call with lawyer for Banwell Gardens	0.10
06/25/2019	JC	Telephone conference with Purchaser's solicitor regarding closing date and waiver of conditions; discussions with A. Roth; various email correspondence;	0.60
06/26/2019	ASR	Attend to issue with respect to property tax adjustment;	0.20
06/26/2019	JC	Email correspondence with client and Borrower's	0.40

Please return the Account Summary and Remittance Form with your payment.

Terms: Accounts due when rendered. Interest at the rate of 12.0% per annum will be charged on accounts overdue 30 days or more. Any disbursements not posted to your account on the date of this account will be billed later.



Date	Initials	Description	Hours
		solicitor regarding property taxes;	
06/27/2019	ASR	E-mail correspondence regarding certificates; Attend to possible extension of closing; Obtain instructions;	0.70
06/27/2019	JC	Discussions with A. Roth; email correspondence with client, purchaser's solicitor and City;	0.60
06/28/2019	JC	Review of Amendments received from client; discussions with A. Roth; email correspondence;	0.40
06/28/2019	ASR	Telephone attendance on lawyer regarding transfer to Dr. Masse;	0.20
07/03/2019	AVK	E-mails with Ms. Cook and Mr. Cherniak regarding approval and vesting orders	0.10
07/03/2019	JC	Review of Approval and Vesting Orders; email corespondence;	0.20
07/03/2019	ASR	E-mail correspondence;	0.20
07/03/2019	AVK	Telephone call with Mr. Cherniak	0.20
07/04/2019	JC	Email correspondence with client, Purchaser's solicitor and City of Windsor; prepare Receiver's Certificate;	0.60
07/04/2019	SK	E-mail correspondence from and to Mr. Flett;	0.10
07/05/2019	JC	Finalize Application for Vesting Order for registration; various email correspondence;	0.40
07/05/2019	ASR	E-mail correspondence regarding registration of road-widening with city;	0.20
07/09/2019	ASR	E-mail correspondence regarding mutual services agreement; E-mail correspondence regarding receiver's certificate;	0.20
07/11/2019	ASR	E-mail correspondence regarding changes to adjustments;	0.20
07/15/2019	AVK	Telephone calls to Bill Sasso and Peter Greene; e-mail to Mr. Cherniak	0.20
07/16/2019	JC	Follow up with City of Windsor for consent certificates;	0.10
07/16/2019	ASR	E-mail correspondence;	0.20
07/17/2019	JC	Email correspondence with Committee of Adjustments and client; discussions with A. Roth; draft and revise various documents;	2.00



Date	Initials	Description	Hours
07/17/2019	ASR	Revise Mutual Services Agreement; E-mail correspondence with lawyer; Attend to easement registrations and City requirements; Instructions to clerk;	0.70
07/18/2019	JC	Discussions with A. Roth; draft and revise documents; various email correspondence with Committee of Adjustments regarding consent certificates;	1.80
07/18/2019	ASR	E-mail correspondence; Follow up with City of Windsor regarding easements; Instructions to clerk; Review additional easement matters; Attend to drafting of documents relating to Banwell sale;	0.70
07/19/2019	JC	Discussions with A. Roth; various email correspondence with client and purchaser's solicitor regarding extension of closing date;	0.50
07/19/2019	ASR	Attend to extension of closing;	0.30
07/22/2019	ASR	E-mail correspondence regarding consents and other issues;	0.60
07/22/2019	JC	Email correspondence with Purchaser's solicitor regarding property taxes; review of email correspondence;	0.20
07/24/2019	ASR	Telephone attendance on Dr. Masse lawyer; E-mail correspondence;	0.40
07/24/2019	JC	Compose email to client with signing documents; review of email correspondence;	0.30
07/25/2019	SK	Prepare letter re filing receiver's certificate;	0.10
07/25/2019	JC	Email correspondence with client and Purchaser's solicitor regarding property tax payments;	0.10
07/26/2019	JC	Review of email correspondence; discussions with A. Roth; prepare easement schedule and revise Application for Vesting Order; various email correspondence regarding same; submit document to Land Registry Office for pre approval;	1.50
07/26/2019	ASR	Attend to issues with respect to easement and AVO;	0.40
07/29/2019	ASR	Attend to matters relating to easements;	0.20
07/29/2019	JC	Telephone conference with Purchaser's lawyer	0.80



Date	Initials	Description	Hours
		regarding revised AVO; discussions with A. Roth; revise easement documents; compose email to City of Windsor with revised drafts;	
07/30/2019	JC	Discussions with A. Roth; email correspondence with City's Legal Department, Purchaser's Solicitor and Land Registry Office regarding easements;	0.60
07/30/2019	ASR	E-mail correspondence with LRO;	0.20
07/31/2019	JC	Various email correspondence with Client, Land Registry Office, Purchaser's solicitor and City of Windsor; revise documents; discussions with A. Roth; telephone conference with Purchaser's Lawyer and Land Registry Office;	2.70
07/31/2019	ASR	Attend to easement matters;	0.80
Total Hours			32.60

Our Fee: 11,160.00

TK ID	Initials	Name	Title	Rate	Hours	Amount
05212	ASR	A. Roth	Partner	\$465.00	8.50	\$3,952.50
05403	AVK	A. Van Klink	Partner	\$585.00	7.30	\$4,270.50
05767	JC	J. Cook	Paraprofession al	\$170.00	15.40	\$2,618.00
10040	ME	M. Emmanuel	Paraprofession al	\$140.00	0.10	\$14.00
10053	MS	M. Szykaruk	Articling Student	\$100.00	0.60	\$60.00
05715	SK	S. Kettle	Partner	\$350.00	0.70	\$245.00

Taxable Disbursements

Delivery	11.70	
Court Messenger	25.00	
Online Searches - Teranet	32.15	
Total Taxable Disbursements	68.85	\$68.85



Non-Taxable Disbursements

Filing Fee	25.00
Filing Fee	15.00

Total Non-Taxable Disbursements	<u>40.00</u>	\$40.00
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Total Fees and Disbursements **\$11,268.85**

Ontario HST 13% (R119440766)

On Fees	\$1,450.80
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On Disbursements	\$8.95
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Total Amount Due	<u><u>\$12,728.60</u></u>
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Account Summary and Remittance Form

August 31, 2019

Invoice Number 3375452

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

Attention: Stephen N. Cherniak

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Fees:	\$2,797.50
Disbursements:	\$124.68
Ontario HST 13% (R119440766)	\$369.57
Total Amount Due	\$3,291.75



MILLER THOMSON
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August 31, 2019

Invoice Number 3375452

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

Attention: Stephen N. Cherniak

To Professional Services Rendered in connection with the following matter(s) including:

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Date	Initials	Description	Hours
08/01/2019	JC	Discussions with A. Roth; telephone conference with LRO And Purchaser's solicitor; draft and revise documents; various email correspondence;	2.60
08/01/2019	ASR	Attend to easements and MSA;	0.60
08/02/2019	JC	Discussions with A. Roth; email correspondence with Purchaser's lawyer and Committee of Adjustments;	0.40
08/02/2019	ASR	E-mail correspondence regarding extension of closing and closing matters;	0.40
08/06/2019	JC	Email correspondence;	0.10
08/07/2019	JC	Follow up with other parties regarding status of executed Mutal Services Agreement; email correspondence with client;	0.10
08/08/2019	JC	Follow up regarding outstanding signatures on MSA;	0.20
08/08/2019	AVK	Telephone call with Mr. Cherniak	0.20
08/12/2019	JC	Review of file and closing documents; various email correspondence; review documents for closing;	1.60
08/13/2019	JC	Review and revise documents; various email correspondence with client and Purchaser's solicitor;	0.60



Date	Initials	Description	Hours
08/14/2019	JC	Various email correspondence with outside counsel, purchaser's lawyer and client; review of executed documents;	0.60
08/15/2019	JC	Various email correspondence with client and purchaser's solicitor; various telephone conferences with Purchaser's solicitor and T. Van Klink; revise documents to show new PIN; prepare comparison versions of documents; finalize documents for registration; attend to various matter to facilitate closing;	2.50
08/15/2019	AVK	Telephone calls and e-mails with Ms. Cook regarding vesting order and M R Dunn execution	0.50
08/16/2019	JC	Prepare outgoing couriers and final report to client; various email correspondence;	0.80
08/19/2019	ASR	Attend to trust funds and post-closing matters;	0.50
08/19/2019	JC	Prepare accounting forms; discussions with A. Roth regarding investment funds; email correspondence with client;	0.10
08/21/2019	AVK	Letter to court office filing receiver's certificate for Banwell Gardens transaction	0.10
Total Hours			11.90

Our Fee: 2,797.50

TK ID	Initials	Name	Title	Rate	Hours	Amount
05212	ASR	A. Roth	Partner	\$465.00	1.50	\$697.50
05403	AVK	A. Van Klink	Partner	\$585.00	0.80	\$468.00
05767	JC	J. Cook	Paraprofession al	\$170.00	9.60	\$1,632.00



Taxable Disbursements

Delivery	34.53
Teraview Service Fee	10.75

Total Taxable Disbursements	<u>45.28</u>	\$45.28
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Non-Taxable Disbursements

Registration Fee	64.40
Filing Fee	15.00

Total Non-Taxable Disbursements	<u>79.40</u>	\$79.40
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Total Fees and Disbursements		\$2,922.18
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Ontario HST 13% (R119440766)

On Fees		\$363.68
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On Disbursements		\$5.89
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Total Amount Due		<u><u>\$3,291.75</u></u>
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E.&O.E.

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MILLERTHOMSON.COM

Account Summary and Remittance Form

December 31, 2019

Invoice Number 3427169

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

Attention: Stephen N. Cherniak

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Fees:	\$6,754.00
Disbursements:	\$85.15
Ontario HST 13% (R119440766)	\$880.72
Total Amount Due	\$7,719.87



MILLER THOMSON
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December 31, 2019

Invoice Number 3427169

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

Attention: Stephen N. Cherniak

To Professional Services Rendered in connection with the following matter(s) including:

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Date	Initials	Description	Hours
09/10/2019	JC	Email correspondence with client and purchaser's lawyer regarding closing date for Part 24;	0.20
09/12/2019	ASR	E-mail correspondence regarding transfer to Masse;	0.20
09/12/2019	JC	Email correspondence with client and Dr. Masse's solicitor re closing date;	0.20
09/17/2019	JC	Review of email correspondence from City regarding reserve Blocks;	0.20
09/18/2019	ASR	E-mail correspondence regarding release of security over one foot reserves;	0.40
09/18/2019	JC	Discussions with A. Roth; email correspondence with client regarding issues with reserve blocks;	0.30
09/19/2019	ASR	E-mail correspondence regarding release of security over reserves;	0.20
09/24/2019	JC	Email correspondence with outside counsel regarding reserve block issue;	0.20
10/01/2019	JC	Draft and revise Closing Documents including easement relating to sale of Part 24; email correspondence;	1.30



Date	Initials	Description	Hours
10/01/2019	ASR	Attend to Dr. Masse transfer;	0.30
10/02/2019	JC	Revise documents; email correspondence with client and Purchaser's solicitor;	0.40
10/02/2019	ASR	Attend to Dr. Masse documents;	0.40
10/03/2019	JC	Email correspondence relating to reserve block issue; telephone conference with Land Registry Office regarding frozen PIN; draft and revise documents; various email correspondence relating to the foregoing;	1.50
10/03/2019	ASR	E-mail correspondence regarding BMO discharge;	0.30
10/03/2019	AVK	Reviewing documents relating to reserve lot issue, e-mails thereon	0.50
10/04/2019	JC	Discussions with Land Registry Office; prepare closing package to Vendor's solicitor; discussions with A. Roth; review of executed documents; various email correspondence with client and Purchaser's solicitor;	0.60
10/04/2019	ASR	ctCorrespondence regarding Dr. Masse transfer;	0.20
10/08/2019	JC	Telephone conference with Land Registry Office regarding issues relating to Royal Timbers Commercial Lands; discussions with A. Roth; email correspondence with client regarding same;	1.20
10/08/2019	ASR	E-mail correspondence; Review response from LRO and advise regarding same;	0.50
10/09/2019	ASR	E-mail correspondence regarding changes requested by LRO;	0.40
10/09/2019	JC	Email correspondence regarding reserve block issue and Royal Timbers land issues;	0.30
10/10/2019	JC	Telephone conference with Land registry office; various email correspondence relating to extension, frozen PIN and BMO discharge on reserve blocks;	0.60
10/15/2019	JC	Telephone conference with Land Registry Office; discussions with A. Roth regarding same; prepare BMO discharge relating to reserve blocks; various email correspondence;	0.80
10/18/2019	JC	Various email correspondence regarding Part 24,	0.80



Date	Initials	Description	Hours
		issues with frozen PIN and outstanding BMO discharge; discussions with A. Roth regarding same;	
10/18/2019	ASR	E-mail correspondence regarding BMO discharges; Instructions to clerk;	0.20
10/18/2019	AVK	Dealing with discharge of BMO mortgage over reserve lots	0.30
10/21/2019	ASR	E-mail correspondence regarding revised plan;	0.20
10/22/2019	JC	Email correspondence regarding discharge over reserve blocks and release of CE267537;	0.50
10/22/2019	AVK	E-mails regarding reserve lot discharges	0.20
10/22/2019	ASR	Correspondence regarding response from surveyor;	0.30
10/23/2019	ASR	Review easement matters;	0.70
10/23/2019	JC	Review of reference plans and easement to be released; discussions with A. Roth regarding same; review of email correspondence; compose email regarding release of easement and additional easements to be granted; attend to registration of BMO discharge on reserve blocks;	1.70
10/24/2019	ASR	E-mail correspondence with M. Stamp;	0.20
10/24/2019	JC	Email correspondence with client and planner;	0.10
10/25/2019	JC	Email correspondence with J. Giorgi confirming extension for Part 24;	0.20
10/31/2019	JC	Review of email correspondence;	0.10
11/01/2019	ASR	Attend to closing of sale of parking spaces;	0.60
11/08/2019	ASR	E-mail correspondence regarding releases;	0.20
11/18/2019	JC	Review of email correspondence and easement requirements; discussions with A. Roth regarding same; compose email to M. Stamp regarding easements and releases;	1.20
11/18/2019	ASR	E-mail correspondence; Review proposed easement amendments;	0.40
11/19/2019	ASR	E-mail correspondence regarding new consents;	0.20
11/21/2019	ASR	E-mail correspondence;	0.20



Date	Initials	Description	Hours
11/21/2019	JC	Review of email correspondence;	0.20
11/29/2019	ASR	E-mail correspondence with Dr. Masse lawyer;	0.20
11/29/2019	AS	Reviewing file re: outstanding Litigation Portofino Corporation; Contacting Windsor courthouse to inquire about files on Betschel's Kitchen v. Portofino; Requesting a search of the file; Emailing T. Van Klink re: update on search;	0.60
12/02/2019	AS	Reviewing voicemail from Windsor courthouse; On phone with Windsor courthouse re: determining contents of Portofino file; Emailing T. Van Klink;	0.40
12/02/2019	ASR	Review outstanding matters;	0.20
12/09/2019	JC	Review of correspondence and prepare chart of outstanding items; email correspondence;	0.80
12/09/2019	ASR	Review and revise easement chart;	0.50
12/10/2019	ASR	E-mail correspondence;	0.20
12/10/2019	JC	Various email correspondence;	0.20
12/11/2019	JC	Review of email correspondence;	0.30
12/11/2019	ASR	Review additional easements required;	0.20
12/12/2019	ASR	E-mail correspondence with M. Stamp;	0.20
12/12/2019	AS	Contacting windsor courthouse re: information on Betschel's Kitchen v. Portofino file;	0.20
12/12/2019	JC	Review of email correspondence;	0.20
12/16/2019	AS	On phone with Windsor courthouse re: reviewing details of motion record (Betschel's Kitchen centre v. Portofino);	0.10
12/20/2019	AS	Emailing Essex Process Servers re: Attending Windsor court to copy files from Betschel's Kitchen v. Portofino;	0.40
Total Hours			24.40

Our Fee: 6,754.00



TK ID	Initials	Name	Title	Rate	Hours	Amount
01137	AS	A. Salomon	Articling Student	\$140.00	1.70	\$238.00
05212	ASR	A. Roth	Partner	\$465.00	7.60	\$3,534.00
05403	AVK	A. Van Klink	Partner	\$585.00	1.00	\$585.00
05767	JC	J. Cook	Paraprofessional	\$170.00	14.10	\$2,397.00

Taxable Disbursements

Teraview Service Fee	10.75	
Online Searches - Teranet	10.00	
Total Taxable Disbursements	<u>20.75</u>	\$20.75

Non-Taxable Disbursements

Registration Fee	64.40	
Total Non-Taxable Disbursements	<u>64.40</u>	\$64.40

Total Fees and Disbursements

\$6,839.15

Ontario HST 13% (R119440766)

On Fees		\$878.02
On Disbursements		\$2.70

Total Amount Due

\$7,719.87

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Account Summary and Remittance Form

March 12, 2020

Invoice Number 3459086

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

Attention: Stephen N. Cherniak

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Fees:	\$2,874.00
Ontario HST 13% (R119440766)	\$373.62
Total Amount Due	<u>\$3,247.62</u>



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MILLERTHOMSON.COM

March 12, 2020

Invoice Number 3459086

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

Attention: Stephen N. Cherniak

To Professional Services Rendered in connection with the following matter(s) including:

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Date	Initials	Description	Hours
01/06/2020	ASR	E-mail correspondence regarding updated consent orders; Instructions to clerk;	0.10
01/07/2020	JC	Review of various email correspondence and Committee of Adjustment Consents; discussions with A. Roth; revise chart with list of required registration to clean up title;	1.70
01/07/2020	ASR	E-mail correspondence; Review easement requirements;	0.30
01/15/2020	ASR	Review consents and outstanding easements;	0.40
01/15/2020	JC	Discussions with A. Roth regarding correction documents; compose email to client regarding same;	0.40
01/17/2020	ASR	E-mail correspondence;	0.20
01/21/2020	JC	Discussions with A. Roth; compose email to planner regarding consents;	0.20
01/21/2020	ASR	Review outstanding easement requirements;	0.30
01/22/2020	ASR	Instructions to clerk;	0.20
01/23/2020	JC	Review of email correspondence and legal descriptions contained therein; discussions with A.	0.90



Date	Initials	Description	Hours
		Roth regarding same; compose email to M. Stamp;	
01/23/2020	ASR	Review easement requirements and respond to M. Stamp;	0.30
01/24/2020	ASR	Review easement matters; E-mail correspondence with M. Stamp;	0.40
01/24/2020	JC	Review of email correspondence; discussions with A. Roth; various email correspondence;	0.40
01/27/2020	JC	Review of email correspondence; update registration Chart; discussions with A. Roth; email correspondence;	0.30
01/27/2020	ASR	E-mail correspondence regarding descriptions; E-mail correspondence regarding consents;	0.30
01/28/2020	ASR	E-mail correspondence regarding changes to application;	0.20
01/28/2020	JC	Revise Registration Chart; email correspondence;	0.30
01/30/2020	JC	Review of email correspondence; revise registration chart; email correspondence with Planner and Land Registry Office;	0.20
01/31/2020	JC	Email correspondence with Planner;	0.10
02/12/2020	ASR	Correspondence with lawyer for purchaser;	0.20
02/12/2020	JC	Telephone conference with T. Katz regarding correction documents; compose email to T. Katz with registration chart; discussions with A. Roth;	0.50
02/19/2020	JC	Review of email correspondence from Planner;	0.10
02/20/2020	JC	Review of email correspondence;	0.20
02/20/2020	ASR	Correspondence regarding Masse requests;	0.20
02/21/2020	ASR	Correspondence regarding easement matters;	0.20
02/21/2020	JC	Review of email correspondence;	0.10
03/02/2020	JC	Review of email correspondence;	0.10
03/04/2020	JC	Review of email correspondence regarding additional consents; discussions with A. Roth;	0.20
03/04/2020	ASR	E-mail correspondence;	0.20



Invoice 3459086

Date	Initials	Description	Hours
03/10/2020	JC	Review of email correspondence from M. Stamp; discussions with A. Roth regarding same;	0.30
03/10/2020	ASR	E-mail correspondence regarding easement matters;	0.30
Total Hours			9.80

Our Fee: **2,874.00**

TK ID	Initials	Name	Title	Rate	Hours	Amount
05212	ASR	A. Roth	Partner	\$480.00	3.80	\$1,824.00
05767	JC	J. Cook	Paraprofession nal	\$175.00	6.00	\$1,050.00

Ontario HST 13% (R119440766)

On Fees

\$373.62

Total Amount Due

\$3,247.62

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Account Summary and Remittance Form

June 30, 2020

Invoice Number 3498230

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

Attention: Stephen N. Cherniak

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Fees:	\$656.00
Ontario HST 13% (R119440766)	\$85.28
Total Amount Due	<u>\$741.28</u>



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June 30, 2020

Invoice Number 3498230

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

Attention: Stephen N. Cherniak

To Professional Services Rendered in connection with the following matter(s) including:

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Date	Initials	Description	Hours
03/12/2020	ASR	E-mail correspondence with M. Stamp;	0.20
03/12/2020	JC	Email correspondence with T. Katz regarding status of file;	0.10
03/13/2020	JC	Review of email correspondence regarding additional consents; discussions with A. Roth; revise Registration Chart;	0.60
03/13/2020	ASR	Review easement requirements and reply to M. Stamp;	0.50
03/15/2020	JC	Review of email correspondence;	0.10
05/08/2020	AVK	E-mails with Mr. Cherniak and Mr. Williams regarding sale of commercial lands	0.30

Total Hours **1.80**

Our Fee: **656.00**



MILLER THOMSON
AVOCATS | LAWYERS

Invoice 3498230

TK ID	Initials	Name	Title	Rate	Hours	Amount
05212	ASR	A. Roth	Partner	\$480.00	0.70	\$336.00
05403	AVK	A. Van Klink	Partner	\$600.00	0.30	\$180.00
05767	JC	J. Cook	Paraprofession nal	\$175.00	0.80	\$140.00

Ontario HST 13% (R119440766)

On Fees

\$85.28

Total Amount Due

\$741.28

E.&O.E.

7



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MILLERTHOMSON.COM

Account Summary and Remittance Form

November 30, 2020

Invoice Number 3554689

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

Attention: Stephen N. Cherniak

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Fees:	\$12,566.00
Ontario HST 13% (R119440766)	\$1,633.58
Total Amount Due	<u><u>\$14,199.58</u></u>



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November 30, 2020

Invoice Number 3554689

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

Attention: Stephen N. Cherniak

To Professional Services Rendered in connection with the following matter(s) including:

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Date	Initials	Description	Hours
07/14/2020	ASR	E-mail correspondence regarding holdback release;	0.20
07/22/2020	ASR	Review matters pertaining to holdback and escrow;	0.20
07/23/2020	ASR	E-mail correspondence regarding escrow release;	0.30
07/25/2020	ASR	E-mail correspondence regarding escrow release provisions;	0.20
07/26/2020	JC	Review of email correspondence;	0.10
08/04/2020	JC	Review of email correspondence; update Registration Chart;	0.50
08/04/2020	ASR	E-mail correspondence;	0.20
08/05/2020	JC	Review of email correspondence;	0.10
08/17/2020	ASR	E-mail correspondence;	0.20
09/26/2020	SK	Review letter from Mr. Laba; E-mail correspondence to Mr. Cherniak;	0.10
09/28/2020	SK	E-mail correspondence with Mr. Cherniak; Prepare letter to Mr. Laba; E-mail correspondence with Mr. Laba;	0.40
10/21/2020	JC	Review of email correspondence and title documents;	0.60



Date	Initials	Description	Hours
		compose email to City of Windsor regarding Phase 4 Reserve Blocks Plan 12M546;	
10/21/2020	ASR	E-mail correspondence regarding transfer of additional blocks;	0.20
10/22/2020	ASR	E-mail correspondence with counsel;	0.20
10/22/2020	JC	Telephone conference and email correspondence with client; draft Application for Vesting Order and ancillary documents for release of Block 4 reserve blocks; compose email to City regarding same;	1.00
10/23/2020	JC	Email correspondence with City's legal department and client regarding reserve blocks;	0.10
10/23/2020	ASR	Attend to matters relating to release of escrow;	0.40
10/26/2020	ASR	Review holdback agreement; Correspondence with lawyer;	0.40
10/26/2020	JC	Email correspondence with client;	0.10
10/27/2020	ASR	Correspondence with counsel;	0.20
10/27/2020	JC	Review of email correspondence;	0.10
10/28/2020	JC	Review of email correspondence and consent documents; discussions with A. Roth regarding same;	0.50
10/28/2020	ASR	Review consent documents with clerk;	0.30
10/30/2020	JC	Email correspondence with planner;	0.10
10/30/2020	ASR	E-mail correspondence with planner;	0.40
11/03/2020	AVK	Telephone call with Mr Cherniak	0.40
11/05/2020	JC	Review of Committee of Adjustments Decisions; update registration chart; email correspondence;	2.00
11/05/2020	ASR	E-mail correspondence with Stamp;	0.20
11/06/2020	JC	Review of Land Registry Office records; prepare ownership chart; update registration chart; compose email to Land Registry Office with status update;	0.40
11/06/2020	ASR	Review easement consents and list of outstanding matters; E-mail correspondence with M. Stamp;	0.70
11/09/2020	JC	Email correspondence with Land Registry Office;	0.10
11/10/2020	JC	Email correspondence with Planner regarding	0.10



Date	Initials	Description	Hours
		amended consent;	
11/11/2020	AVK	Telephone call with Steve Cherniak	0.10
11/11/2020	AVK	Reviewing Dillion and Spence memos and correspondence relating to SWM pond issue and sufficiency of same; reviewing provisions of subdivision agreement and consideration of receiver's obligation in respect of SWM pond	1.20
11/12/2020	JC	Review of amended Consent documents; update Chart; email correspondence;	0.20
11/12/2020	AVK	Call with Mr. Cherniak and Mr. Flett regarding SWM pond issue	0.80
11/23/2020	JC	Email correspondence with client regarding status of Phase 4 Reserve Blocks and Commercial Lands;	0.30
11/23/2020	ASR	E-mail correspondence regarding additional parcel;	0.20
11/24/2020	JC	Email correspondence with client and City regarding reserve blocks;	0.10
11/24/2020	AVK	Working on letter to City of Windsor regarding SWM pond issue	1.50
11/25/2020	JC	Review of email correspondence; revise Phase 4 reserve block documents; various email correspondence;	0.60
11/25/2020	AVK	Emails with Receiver; revising letter to City regarding SWM pond	0.30
11/25/2020	AVK	Considering interest stops rule and distribution of Royal Timbers funds	0.50
11/25/2020	SK	E-mail correspondence with Mr. Cherniak; E-mail correspondence with Mr. Van Klink; Research and consider issue;	0.50
11/27/2020	AVK	Working on revisions to Thirteenth Report; conference with Ms. Kettle	4.40
11/27/2020	SK	Telephone discussion with Mr. Van Klink;	0.70
11/28/2020	AVK	Working on revisions to Thirteenth Report	1.20
11/29/2020	JC	Draft Teraview forms for correction documents and creations of new lots;	3.00



Invoice 3554689

Date	Initials	Description	Hours
11/30/2020	JC	Draft schedules to easements; email correspondence with S. Kettle;	2.20
11/30/2020	ASR	E-mail correspondence regarding legal descriptions;	0.20
11/30/2020	AVK	Email to Mr. Williams; working on Thirteenth Report	0.30
11/30/2020	SK	Draft motion materials;	2.50
11/30/2020	AVK	Telephone call with Mr. Cherniak	0.30
Total Hours			32.10

Our Fee: **12,566.00**

TK ID	Initials	Name	Title	Rate	Hours	Amount
05212	ASR	A. Roth	Partner	\$480.00	4.70	\$2,256.00
05403	AVK	A. Van Klink	Partner	\$600.00	11.00	\$6,600.00
05767	JC	J. Cook	Paraprofession al	\$175.00	12.20	\$2,135.00
05715	SK	S. Kettle	Partner	\$375.00	4.20	\$1,575.00

Ontario HST 13% (R119440766)
On Fees

\$1,633.58

Total Amount Due

\$14,199.58

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Account Summary and Remittance Form

December 31, 2020

Invoice Number 3574261

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

Attention: Stephen N. Cherniak

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Fees:	\$5,918.00
Disbursements:	\$12.83
Ontario HST 13% (R119440766)	\$771.01
Total Amount Due	<u><u>\$6,701.84</u></u>



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December 31, 2020

Invoice Number 3574261

BDO Canada Limited
633 Colborne Street
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Attention: Stephen N. Cherniak

To Professional Services Rendered in connection with the following matter(s) including:

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Date	Initials	Description	Hours
12/01/2020	SK	E-mail correspondence with Ms. Cook; E-mail correspondence with Mr. Roth; E-mail correspondence with Mr. Van Klink; Telephone conference with Mr. Cherniak; Telephone conference with Ms. Cook, Mr. Roth and Mr. Van Klink;	0.90
12/01/2020	ASR	Drafting of schedules; Instructions to clerk;	0.70
12/01/2020	AVK	Telephone call with Mr. Cherniak	0.10
12/01/2020	JC	Telephone conferences with T. Van Klink, S. Kettle, A. Roth & Committee of Adjustment; various email correspondence regarding reserve blocks; revise documents;	0.80
12/01/2020	AVK	Telephone conferences with Mr. Roth, Ms. Cook and Mr. Cherniak regarding easement issue and completion of pending sale transaction	0.60
12/02/2020	ASR	Attend to drafting of easements and release and abandonment;	1.40
12/02/2020	JC	Draft additional schedules for correcting documents;	1.10
12/03/2020	JC	Discussions with A. Roth; draft documents;	0.80



Date	Initials	Description	Hours
12/03/2020	ASR	Attend to correspondence to lawyers;	0.30
12/04/2020	JC	Compose emails to various parties with applicable correcting documents;	1.70
12/04/2020	ASR	Attend to correspondence with LRO and lawyers;	0.30
12/07/2020	ASR	E-mail correspondence with planner;	0.20
12/08/2020	JC	Various email correspondence regarding reserve blocks and correcting documents;	0.40
12/08/2020	ASR	E-mail correspondence with city of Windsor and various stakeholders;	0.20
12/09/2020	ASR	E-mail correspondence with counsel;	0.20
12/09/2020	JC	Review of email correspondence;	0.10
12/14/2020	JC	Various email correspondence; finalize Application for Vesting Order for reserve blocks;	0.50
12/14/2020	ASR	E-mail correspondence with various counsel;	0.20
12/15/2020	JC	Email correspondence with Land Registry Office;	0.10
12/16/2020	JC	Telephone conference with A. Haddad;	0.10
12/17/2020	JC	Various email correspondence; revise documents; review of executed documents;	0.40
12/17/2020	ASR	Correspondence with counsel;	0.20
12/18/2020	JC	Discussions with A. Roth; review of documents and email correspondence; various email correspondence;	0.80
12/18/2020	ASR	Correspondence with LRO and with committee of adjustment;	0.40
12/21/2020	JC	Various email correspondence; discussions with A. Roth;	0.30
12/21/2020	ASR	Correspondence with various counsel; Finalize consents;	0.30
12/22/2020	JC	Discussions with A. Roth; review of Consent Certificates received from City of Windsor; telephone conferences with Secretary-Treasurer of the Committee of Adjustments;	2.70
12/22/2020	ASR	Correspondence with clerk at committee of adjustment;	0.30



Invoice 3574261

Date	Initials	Description	Hours
12/22/2020	SK	Prepare letter to court to file receiver's certificate; Provide instructions;	0.10
12/23/2020	JC	Review of updated consent certificate; various email correspondence;	0.40
12/23/2020	ASR	E-mail correspondence with LRO;	0.20
12/24/2020	JC	Email correspondence with M. Stamp;	0.10
12/29/2020	JC	Follow up on outstanding items; update documents for registration;	0.60
12/29/2020	ASR	E-mail correspondence with counsel;	0.20
12/30/2020	JC	Review of email correspondence;	0.10
12/31/2020	SK	Draft motion materials;	1.30
12/31/2020	JC	Review of revised Consent Certificates; email correspondence;	1.50
Total Hours			20.60

Our Fee: 5,918.00

TK ID	Initials	Name	Title	Rate	Hours	Amount
05212	ASR	A. Roth	Partner	\$480.00	5.10	\$2,448.00
05403	AVK	A. Van Klink	Partner	\$600.00	0.70	\$420.00
05767	JC	J. Cook	Paraprofessio nal	\$175.00	12.50	\$2,187.50
05715	SK	S. Kettle	Partner	\$375.00	2.30	\$862.50

Taxable Disbursements

Delivery	12.83	
Total Taxable Disbursements	<u>12.83</u>	\$12.83

Total Fees and Disbursements \$5,930.83

Ontario HST 13% (R119440766)



On Fees \$769.34

On Disbursements \$1.67

Total Amount Due

\$6,701.84

E.&O.E.

9



MILLER THOMSON LLP
 ONE LONDON PLACE
 255 QUEENS AVENUE, SUITE 2010
 LONDON, ON N6A 5R8
 CANADA

T 519.931.3500
F 519.858.8511

MILLERTHOMSON.COM

Account Summary and Remittance Form

January 31, 2021

Invoice Number 3587011

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

Attention: Stephen N. Cherniak

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Fees:	\$4,385.00
Disbursements:	\$1,828.20
Ontario HST 13% (R119440766)	\$629.45
Total Amount Due	\$6,842.65



MILLER THOMSON
AVOCATS | LAWYERS

MILLER THOMSON LLP
ONE LONDON PLACE
255 QUEENS AVENUE, SUITE 2010
LONDON, ON N6A 5R8
CANADA

T 519.931.3500
F 519.858.8511

MILLERTHOMSON.COM

January 31, 2021

Invoice Number 3587011

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

Attention: Stephen N. Cherniak

To Professional Services Rendered in connection with the following matter(s) including:

Re: Receivership of Banwell Development Corporation
Our File No. 0082873.0010

Date	Initials	Description	Hours
01/04/2021	JC	Email correspondence with City of Windsor regarding completed Certificates of Consent;	0.10
01/06/2021	ASR	E-mail correspondence with counsel;	0.20
01/06/2021	SK	Draft motion materials;	0.30
01/07/2021	AVK	Email to Mr. Pickard	0.20
01/11/2021	AVK	Reviewing email from Mr. Pickard regarding \$871,000 loan, consideration thereof and responding to same	0.30
01/12/2021	SK	Telephone conference with Ms. Cook; E-mail correspondence with Mr. Roth; E-mail correspondence with Ms. Cook; E-mail correspondence with Mr. Cherniak;	0.60
01/12/2021	JC	Review of email correspondence; discussions with A. Roth, S. Kettle and Land Registry Office representative; various email correspondence; revise documents; finalize documents for registration;	1.90
01/12/2021	ASR	Attend to release of documents for registration; E-mail correspondence; Attend to writ matter; E-mail correspondence with client regarding timing;	1.00



Date	Initials	Description	Hours
01/13/2021	JC	Various email correspondence; discussions with A. Roth & S. Kettle;	0.60
01/13/2021	SK	E-mail correspondence with Ms. Cook; Telephone discussion with Ms. Cook; Telephone discussion with Mr. Roth; E-mail correspondence with Mr. Roth;	0.80
01/13/2021	ASR	Attend to registrations; Correspondence with LRO; Attend to writ issue;	1.10
01/14/2021	JC	Various email correspondence with Land Registry Office; finalize and attend to registration of Transfer, Release and Abandonment;	0.40
01/14/2021	ASR	Correspondence with LRO with respect to loan issue;	0.50
01/14/2021	SK	E-mail correspondence with Ms. Cook; E-mail correspondence with Mr. Roth; Telephone discussion with Mr. Roth;	1.10
01/15/2021	JC	Email correspondence and telephone conference with Land Registry Office;	0.20
01/15/2021	ASR	Attend to registration of transfer, release and abandonment;	0.20
01/20/2021	JC	Revise and finalize documents for registration; various email correspondence;	1.40
01/20/2021	ASR	Attend to registration of easement documents; Correspondence regarding amendments to requirements for registration of receiver's certificate; Follow up with City of Windsor;	0.40
01/21/2021	JC	Email correspondence;	0.10
01/25/2021	JC	Telephone conference with Land Registry Office; email correspondence with City's legal department;	0.30
01/25/2021	ASR	Attend to LRO requests;	0.20
01/26/2021	JC	Review of email correspondence and document corrections from the Land Registry Office;	0.30
01/27/2021	AVK	Email to lawyer for City regarding SWM pond issue	0.10
01/28/2021	ASR	Correspondence with LRO;	0.20
Total Hours			12.50



Invoice 3587011

Our Fee: **4,385.00**

TK ID	Initials	Name	Title	Rate	Hours	Amount
05212	ASR	A. Roth	Partner	\$500.00	3.80	\$1,900.00
05403	AVK	A. Van Klink	Partner	\$620.00	0.60	\$372.00
05767	JC	J. Cook	Paraprofession al	\$190.00	5.30	\$1,007.00
05715	SK	S. Kettle	Partner	\$395.00	2.80	\$1,106.00

Taxable Disbursements

Teraview Service Fee	228.90
Online Searches - Teranet	228.00

Total Taxable Disbursements	456.90	\$456.90
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Non-Taxable Disbursements

Registration Fee	1,371.30
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Total Non-Taxable Disbursements	1,371.30	\$1,371.30
---------------------------------	----------	------------

Total Fees and Disbursements **\$6,213.20**

Ontario HST 13% (R119440766)

On Fees	\$570.05
---------	----------

On Disbursements	\$59.40
------------------	---------

Total Amount Due **\$6,842.65**

E.&O.E.

TAB

“B”

KEVIN D'AMORE
Applicant

and

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

Court File No: CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at WINDSOR

AFFIDAVIT OF SHERRY A. KETTLE

MILLER THOMSON LLP

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

Tony Van Klink LSO# 29008M

tvanklink@millerthomson.com

Tel: 519.931.3509

Fax: 519.858.8511

Sherry A. Kettle LSO# 53561B

skettle@millerthomson.com

Tel: 519.931.3534

Fax: 519.858.8511

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

APPENDIX N

ONTARIO
Superior Court of Justice

Request to Renew Writ of Seizure and Sale
Form 20N Ont. Reg. No.: 258/98

Windsor Small Claims Court

SC-10-00036716-0000

Small Claims Court
245 Windsor Avenue
Windsor, Ontario N9A 1J2

Claim No.

Address

519-973-6620

Phone number

RECEIVED
REQU

MAR 13 2019

SHERIFF'S OFFICE
BUREAU DU SHERIF

BETWEEN

M.R. DUNN CONTRACTORS LTD.

Creditor(s)

and

ROYAL TIMBERS INC.

Debtor(s)

TO THE SHERIFF/BAILIFF OF the County of Essex :

(Name of county/region and city/town in which the enforcement office is located)

YOU ARE REQUESTED TO RENEW the

Writ of Seizure and Sale of Personal Property (Form 20C)

Writ of Seizure and Sale of Land (Form 20D)

issued on May 8, 20 13, in this proceeding and filed in your office for a period of six years from the date of renewal.

March 12, 20 19



(Signature of creditor or representative)

Strosberg Sasso Sutts LLP, Attention: James K. Ball
Successor to SUTTS STROSBURG LLP
1561 Ouellette Avenue, Windsor, ON N8X 1K5
Windsor, ON N9A 6V4
Tel: (519) 561-6220 (Direct)

(Name, address and phone number of creditor or representative)

Renewed for a further period of six years
from the 8th day of May, 20 19
Renouvelé pour une nouvelle période de six ans
à compter du _____ jour de _____, 20 _____

Sheriff
Shérif

NOTE: A WRIT OF SEIZURE AND SALE OF LAND OR OF PERSONAL PROPERTY remains in force for six years after the date of its issue and for a further six years after each renewal.

Les formules des tribunaux sont affichées en anglais et en français sur le site www.ontariocourtforms.on.ca. Visitez ce site pour des renseignements sur des formats accessibles.

ONTARIO
Superior Court of Justice
Cour supérieure de justice

Writ of Seizure and Sale of Land
Bref de saisie-exécution de biens-fonds
 Form / Formule 20D Ont. Reg. No. / Régl. de l'Ont. : 258/98

WINDSOR

Small Claims Court / Cour des petites créances de

SC-10-00036716-0000

Claim No. / N° de la demande

Seal / Sceau

245 WINDSOR AVE.
WINDSOR, ON N9A 1J2

Address / Adresse

(519) 973-6620

Phone number / Numéro de téléphone

Creditor No. 1 / Créancier n° 1

Additional party(ies) listed on attached Form 1A.
 La ou les parties additionnelles sont mentionnées sur
 la formule 1A ci-jointe.

Last name, or name of company / Nom de famille ou nom de la compagnie M.R. DUNN CONTRACTORS LTD.		
First name / Premier prénom	Second name / Deuxième prénom	Also known as / Également connu(e) sous le nom de
Address (street number, apt., unit) / Adresse (numéro et rue, app., unité) 948 Albert Lane RR1		
City/Town / Cité/Ville BELLE RIVER	Province ON	Phone no. / N° de téléphone (519) 735-0603
Postal code / Code postal NOR 1A0		Fax no. / N° de télécopieur (519)735-0653
Representative / Représentant(e) JAMES K. BALL		LSUC # / N° du BHC 13391V
Address (street number, apt., unit) / Adresse (numéro et rue, app., unité) SUTTS STROSBERG LLP 600-251 GOYEAU ST., P.O. BOX 670		
City/Town / Cité/Ville WINDSOR	Province ON	Phone no. / N° de téléphone (519) 561-6220
Postal code / Code postal N9A 6V4		Fax no. / N° de télécopieur (519) 258-9527

Debtor No. 1 / Débiteur n° 1

Additional party(ies) listed on attached Form 1A.
 La ou les parties additionnelles sont mentionnées sur
 la formule 1A ci-jointe.

Last name, or name of company / Nom de famille ou nom de la compagnie ROYAL TIMBERS INC.		
First name / Premier prénom	Second name / Deuxième prénom	Also known as / Également connu(e) sous le nom de
Address (street number, apt., unit) / Adresse (numéro et rue, app., unité) 4747 PLEASANT PLACE, SUITE 100		
City/Town / Cité/Ville WINDSOR	Province ON	Phone no. / N° de téléphone (519) 252-1017
Postal code / Code postal N8Y 5B4		Fax no. / N° de télécopieur (5190 252-1018
Representative / Représentant(e) ROBERT R. REYNOLDS		LSUC # / N° du BHC 21449R
Address (street number, apt., unit) / Adresse (numéro et rue, app., unité) 720 WALKER RD.		
City/Town / Cité/Ville WINDSOR	Province ON	Phone no. / N° de téléphone (519) 254-6433
Postal code / Code postal N8Y 2N3		Fax no. / N° de télécopieur (519) 254-7990

NOTE:

THIS WRIT REMAINS IN FORCE FOR SIX YEARS after the date of its issue and for a further six years after each renewal. The writ may be renewed before it expires by filing a Request to Renew a Writ of Seizure and Sale (Form 20N) with the sheriff (enforcement office.)

REMARQUE :

LE PRÉSENT BREF RESTE EN VIGUEUR PENDANT SIX ANS après la date de sa délivrance ou après chaque renouvellement. Le bref peut être renouvelé avant qu'il n'expire en déposant une demande de renouvellement du bref de saisie-exécution (formule 20N) auprès du shérif (bureau de l'exécution).

FORM / FORMULE 20D

PAGE 2

SC-10-00036716-0000

Claim No. / N° de la demande

TO THE SHERIFF OF THE COUNTY OF ESSEX :

AU SHÉRIF DE

(Name of county/region in which the enforcement office is located / Nom du comté/de la région où est situé le bureau de l'exécution)

Under an order of this court made on **MAY 11**, 20 **12**, in favour of
 En vertu d'une ordonnance rendue par ce tribunal le , en faveur de

M.R. DUNN CONTRACTORS LTD.

(Name of creditor(s) / Nom du/de la/des créancier(s)/créancière(s))

YOU ARE DIRECTED to seize and sell the real property of
NOUS VOUS ENJOIGNONS de saisir les biens immeubles de

Last name, or name of company / Nom de famille ou nom de la compagnie

ROYAL TIMBERS INC.

First name / Premier prénom

Second name / Deuxième prénom

Third name / Troisième prénom

- Additional debtor(s) and also known as names listed on attached Form 1A.1.
 Le ou les débiteurs additionnels et le ou les noms sous lesquels ils sont également connus sont mentionnés sur la formule 1A.1 ci-jointe.

situated within your jurisdiction and to realize from the seizure and sale the following sums:
 qui se trouvent dans votre ressort et de procéder à leur vente pour réaliser les sommes suivantes :

- (A) **AMOUNT OF JUDGMENT** (debt and pre-judgment interest) \$ 47893.46 \$
MONTANT DU JUGEMENT (créance et intérêts antérieurs au jugement)
- (B) **COSTS** to date of judgment \$ 2000.00 \$
LES DÉPENS à la date du jugement
- (C) **TOTAL AMOUNT OF PAYMENTS RECEIVED FROM DEBTOR** after judgment (if any) \$ 00.00 \$
LE MONTANT TOTAL DES PAIEMENTS REÇUS DU DÉBITEUR après le jugement (le cas échéant)

Post-judgment interest continues to accrue
 Les intérêts postérieurs au jugement continuent à courir

at the rate of **26.8** % per annum from **May 11**, 20 **12** .
 au taux de % par an à compter du

- (D) **SUBSEQUENT COSTS** incurred after judgment (including the cost of issuing this writ) \$ 35.00 \$
LES DÉPENS SUBSÉQUENTS engagés après le jugement (y compris le coût de délivrance du présent bref)
- (E) Your fees and expenses in enforcing this writ.
 Les honoraires et frais qui vous sont dus pour l'exécution forcée du présent bref.

YOU ARE DIRECTED to calculate the amount owing at the time of enforcement and pay out the proceeds according to law and to report on the execution of this writ if required by a party who filed this writ.
ET NOUS VOUS ENJOIGNONS de calculer la somme due au moment de l'exécution forcée et de verser le produit de la vente conformément à la loi et de faire un rapport sur l'exécution forcée du présent bref si la partie qui l'a déposé l'exige.

MAY

, 20 12

ROSEMARY LIMARZI

(Signature of clerk / Signature du greffier)

APPENDIX O

Appendix O

M.R. Dunn Contractors Ltd.
 Judgment against Royal Timbers Inc.
 Execution No. 13-0000828

Date	Interest	Other	Balance	Description
11-May-12			\$ 49,893.46	Judgment including costs
31-Dec-12	\$ 8,572.38		58,465.84	Interest to 31-Dec-12
08-May-13		135.00	58,600.84	Writ of execution fees
31-Dec-13	13,371.45		71,972.29	Interest to 31-Dec-13
31-Dec-14	13,371.45		85,343.73	Interest to 31-Dec-14
31-Dec-15	13,371.45		98,715.18	Interest to 31-Dec-15
31-Dec-16	13,371.45		112,086.63	Interest to 31-Dec-16
31-Dec-17	13,371.45		125,458.08	Interest to 31-Dec-17
31-Dec-18	13,371.45		138,829.52	Interest to 31-Dec-18
31-Dec-19	13,371.45		152,200.97	Interest to 31-Dec-19
31-Dec-20	13,371.45		165,572.42	Interest to 31-Dec-20
31-Jan-21	1,099.02		\$ 166,671.44	Interest to 31-Jan-21
	<u>\$ 116,642.98</u>			

Per diem \$ 36.63

Interest rate: 26.80%	Calculated as simple interest
-----------------------	-------------------------------

TAB

“3”

THIS MOTION, made by ~~[RECEIVER'S NAME]~~ BDO Canada Limited, in its capacity as ~~the~~ Court-appointed receiver (the "~~Receiver~~") of the ~~undertaking, property and assets of [DEBTOR] (the "Debtor") for~~ assets, undertakings and properties of Banwell Development Corporation and Royal Timbers Inc. ("Royal Timbers") pursuant to the Order of The Honourable Mr. Justice Thomas dated June 5, 2013, as amended, for, *inter alia*, an order approving the sale transaction (the "~~Transaction~~") contemplated by an ~~agreement of purchase and sale (the "Sale Agreement")~~ Agreement of Purchase and Sale dated effective September 11, 2019 (the "APS") between the Receiver ~~and [NAME OF PURCHASER] (the "~~as vendor, and 2186234 Ontario Limited (the "Purchaser") dated [DATE]), ~~as purchaser,~~ and appended ~~to~~ the ~~as~~ Appendix "A" to the confidential supplement (the "~~Confidential Supplement~~") to the Thirteenth Report of the Receiver dated ~~[DATE]~~ February 25, 2021 (the "~~Report~~"; "Thirteenth Report"), and directing the Receiver to complete the transaction contemplated thereby in respect of the real property described on Schedule "A" hereto (the "~~Real Property~~") and vesting in the Purchaser ~~the Debtor's all of Royal Timbers'~~ right, title and interest in and to the ~~assets described in the Sale Agreement (the "Purchased Assets")~~ Real Property, was heard in writing this day at ~~330 University~~ the Courthouse, 245 Windsor Avenue, ~~Toronto~~ Windsor, Ontario.

ON READING the Thirteenth Report and ~~on hearing the submissions of counsel for the Receiver, [NAMES OF OTHER PARTIES APPEARING], no one appearing for any other person on the service list~~ the Confidential Supplement, the motion being unopposed, and on noting that no one appeared, although properly served as appears from the affidavit of ~~[NAME]~~ sworn [DATE] service, filed¹:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved,² and the execution of the ~~Sale Agreement~~ APS by the Receiver³ is hereby authorized and

¹ ~~This model order assumes that the time for service does not need to be abridged. The motion seeking a vesting order should be served on all persons having an economic interest in the Purchased Assets, unless circumstances warrant a different approach. Counsel should consider attaching the affidavit of service to this Order.~~

² ~~In some cases, notably where this Order may be relied upon for proceedings in the United States, a finding that the Transaction is commercially reasonable and in the best interests of the Debtor and its stakeholders may be necessary. Evidence should be filed to support such a finding, which finding may then be included in the Court's endorsement.~~

approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the ~~Purchased Assets~~ Real Property to the Purchaser.

2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule A** ~~"B"~~ hereto (the ~~"Receiver's Certificate"~~), all of ~~the Debtor's~~ Royal Timbers' right, title and interest in and to the ~~Purchased Assets described in the Sale Agreement [and listed on Schedule B hereto]~~ Real Property shall vest absolutely in the Purchaser, as beneficial owner, and as the Purchaser may direct on closing, as registered owner, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the ~~"Claims"~~ ⁵) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Mr. Justice [NAME] dated [DATE]; (ii) ~~all charges, security interests or claims evidenced by registrations pursuant to the Personal Property Security Act (Ontario) or any other personal property registry system; and (iii) Thomas dated June 5, 2013; and (ii)~~ those Claims listed on **Schedule "C"** hereto (all of which are collectively referred to as the ~~"Encumbrances"~~), which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "D"**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the ~~Purchased~~

³ ~~In some cases, the Debtor will be the vendor under the Sale Agreement, or otherwise actively involved in the Transaction. In those cases, care should be taken to ensure that this Order authorizes either or both of the Debtor and the Receiver to execute and deliver documents, and take other steps.~~

⁴ ~~To allow this Order to be free standing (and not require reference to the Court record and/or the Sale Agreement), it may be preferable that the Purchased Assets be specifically described in a Schedule.~~

⁵ ~~The "Claims" being vested out may, in some cases, include ownership claims, where ownership is disputed and the dispute is brought to the attention of the Court. Such ownership claims would, in that case, still continue as against the net proceeds from the sale of the claimed asset. Similarly, other rights, titles or interests could also be vested out, if the Court is advised what rights are being affected, and the appropriate persons are served. It is the Subcommittee's view that a non specific vesting out of "rights, titles and interests" is vague and therefore undesirable.~~

~~Assets~~Real Property are hereby expunged and discharged as against the ~~Purchased Assets~~Real Property.

3. THIS COURT ORDERS that upon ~~the~~ registration in the Land Registry Office for the ~~[Registry Division of {LOCATION}] of a Transfer/Deed of Land in the form prescribed by the Land Registration Reform Act duly executed by the Receiver]~~ Land Titles Division of ~~{LOCATION}~~Essex (LRO #12) of an Application for Vesting Order in the form prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*⁶, the Land Registrar is hereby directed to :

(a) enter such person as the Purchaser may direct on closing as the owner of the ~~subject real property identified~~Real Property described in **Schedule B**“A” hereto (the ~~“Real Property”~~) in fee simple;; and ~~is hereby directed to~~

(b) delete and expunge from title to the Real Property described in Schedule “A” hereto all of the Claims listed in **Schedule “C”** hereto;; and

(c) delete and expunge from title to the Real Property all executions, including the executions described in the “Property Remarks” on the parcel registers for the Real Property.

4. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds⁷ from the sale of the ~~Purchased Assets~~Real Property shall stand in the place and stead of the ~~Purchased Assets~~Real Property, and that from and after the delivery of the Receiver's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the ~~Purchased Assets~~Real Property with the same priority as they had with respect to the ~~Purchased Assets~~Real Property immediately prior to the sale⁸, as if the ~~Purchased Assets~~Real Property had not been sold and remained in

⁶ ~~Elect the language appropriate to the land registry system (Registry vs. Land Titles).~~

⁷ ~~The Report should identify the disposition costs and any other costs which should be paid from the gross sale proceeds, to arrive at "net proceeds".~~

⁸ ~~This provision crystallizes the date as of which the Claims will be determined. If a sale occurs early in the insolvency process, or potentially secured claimants may not have had the time or the ability to register or perfect proper claims prior to the sale, this provision may not be appropriate, and should be amended to remove this crystallization concept.~~

the possession or control of the person having that possession or control immediately prior to the sale.

5. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate, forthwith after delivery thereof.
6. THIS COURT ORDERS that, ~~pursuant to clause 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act, the Receiver is authorized and permitted to disclose and transfer to the Purchaser all human resources and payroll information in the Company's records pertaining to the Debtor's past and current employees, including personal information of those employees listed on Schedule "A" to the Sale Agreement. The Purchaser shall maintain and protect the privacy of such information and shall be entitled to use the personal information provided to it in a manner which is in all material respects identical to the prior use of such information by the Debtor.~~7. THIS COURT ORDERS that, notwithstanding:

(d) ~~(a)~~ the pendency of these proceedings;

(e) ~~(b)~~ any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act (Canada)* in respect of ~~the Debtor~~Royal Timbers and any bankruptcy order issued pursuant to any such applications; and

(f) ~~(c)~~ any assignment in bankruptcy made in respect of ~~the Debtor~~Royal Timbers;

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

7. ~~8.~~ THIS COURT ORDERS ~~AND DECLARES that the Transaction is exempt from the application of the Bulk Sales Act (Ontario).~~that the Confidential Supplement shall be

sealed until the earlier of the completion of the Transaction and further order of this Court.

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

Justice, Ontario Superior Court of
Justice

Schedule A – Form of Receiver’s Certificate Real Property

The lands and premises legally described as:

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

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

<p>01566-1015 (LT)</p>	<p>12R27789; SUBJECT TO AN EASEMENT OVER PART 36, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R27789 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PARTS 8 AND 36, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF 8 AND 36, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PARTS 8 AND 36, PLAN 12R27789) AS IN CE986412; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 7, 9, 10, 16 TO 19, 21 TO 23, 25, 32 TO 35, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986413; SUBJECT TO AN EASEMENT OVER PARTS 20 AND 36, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 7, 9, 10, 16 TO 19, 21 TO 23, 25, 32 TO 35, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986413; SUBJECT TO AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 7, 9, 10, 32, 33, 34 AND 35, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
<p>01566-1016 (LT)</p>	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 9 AND 21, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 AND 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986413; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 8, 10, 16 TO 20, 22, 23, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986414; SUBJECT TO AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 8, 10, 16 TO 20, 22, 23, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986414; SUBJECT TO AN EASEMENT OVER PART 9, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 8, 10, 16 TO 20, 22, 23, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533, DESIGNATED AS</p>

	<p>PART 27, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
<p>01566-1017 (LT)</p>	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 10, 22 AND 23, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 AND 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PART 47, PLAN 12R22742 (IN FAVOUR OF PARTS 10 AND 22, PLAN 12R27789) AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PART 25, PLAN 12R27789 AS IN CE986405; SUBJECT TO AN EASEMENT OVER PART 23, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986415; SUBJECT TO AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986415; SUBJECT TO AN EASEMENT OVER PART 10, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533 AS IN CE986415; SUBJECT TO AN EASEMENT OVER PART 23, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986407; CITY OF WINDSOR</p>

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Schedule BCourt File No. CV-11-17088**ONTARIO
SUPERIOR COURT OF JUSTICE****~~COMMERCIAL LIST~~**

BETWEEN:

~~PLAINTIFF~~**Plaintiff**KEVIN D'AMOREApplicant

- and -

~~DEFENDANT~~**Defendant**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE and ROYAL TIMBERS INC.RespondentsAPPLICATION UNDER SECTION 207 OF THE BUSINESS CORPORATIONS
ACT, R.S.O. 1990, C. B. 16, AS AMENDED**RECEIVER'S CERTIFICATE****RECITALS**

A. Pursuant to an Order of the Honourable ~~[NAME OF JUDGE]~~ Mr. Justice Thomas of the Ontario Superior Court of Justice (the "**Court**") dated ~~[DATE OF ORDER], [NAME OF RECEIVER]~~ June 5, 2013, as amended, BDO Canada Limited ("BDO") was appointed as the receiver (the "**Receiver**") of the ~~undertaking, property and assets of [DEBTOR] (the "Debtor")~~ assets, undertakings and properties of Banwell Development Corporation and Royal Timbers Inc. ("Royal Timbers").

B. Pursuant to an Order of the Court dated [DATE], _____, 2021, the Court approved ~~the agreement of purchase and sale made as of [DATE OF AGREEMENT] (the "Sale Agreement") between the Receiver [Debtor] and [NAME OF PURCHASER] (the "Purchaser") and provided for the~~ an Agreement of Purchase and Sale dated effective September 11, 2019 (the "APS") between the Receiver, as vendor, and 2186234 Ontario Limited, as purchaser (the "Purchaser"), and appended as Appendix "A" to the Confidential Supplement of the Receiver dated February 25, 2021 in respect of the real property legally described on Schedule B1 hereto (the "Real Property") and vesting in the Purchaser all of ~~the Debtor's~~ Royal Timbers' right, title and interest in and to the ~~Purchased Assets~~ Real Property, which vesting is to be effective with respect to the ~~Purchased Assets~~ Real Property upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the ~~Purchased Assets~~ Real Property; (ii) that the conditions to ~~Closing~~ closing as set out in ~~section 1 of~~ the ~~Sale Agreement~~ APS have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the ~~Sale Agreement~~ APS.

THE RECEIVER CERTIFIES the following:

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

~~{NAME OF RECEIVER}~~, BDO CANADA LIMITED solely in its capacity as ~~Receiver of the undertaking, property and assets of {DEBTOR}~~, Court-appointed receiver of Banwell Development Corporation and Royal Timbers Inc. and not in its personal capacity

Per: _____

Name: Stephen N. Cherniak

Title: Senior Vice President

Schedule B1 – ~~Purchased Assets~~ Real Property

The lands and premises legally described as:

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

	<p>EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PARTS 6 AND 33, PLAN 12R27789) AS IN CE986410; SUBJECT TO AN EASEMENT OVER PART 17, PLAN 12R27789 IN FAVOUR OF PARTS 5, 7 TO 10, 16, 18 TO 23, 25, 32, 34 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986411; SUBJECT TO AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 IN FAVOUR OF PARTS 5, 7 TO 10, 16, 18 TO 23, 25, 32, 34 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986411; SUBJECT TO AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 IN FAVOUR OF PARTS 5, 7 TO 10, 32 AND 34 TO 36, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (INFAVOUR OF PARTS 6 AND 33, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PARTS 6 AND 33, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
<p>01566-1014 (LT)</p>	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PARTS 34 AND 35, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PARTS 19, 25 AND 35, PLAN 12R27789 AS IN CE269392; SUBJECT TO AN EASEMENT OVER PARTS 18, 19 AND 25, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 (IN FAVOUR OF PARTS 7, 18, 19, 34 AND 35, PLAN 12R27789) AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R278180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF 7, 34 AND 35, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF PARTS 7, 34 AND 35, PLAN 12R27789) AS IN CE986411; SUBJECT TO AN EASEMENT OVER PARTS 18 AND 18, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 8 TO 10, 16, 17, 20 TO 23, 32, 33, 36 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986412; SUBJECT TO AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 8 TO 10, 16, 17, 20 TO 23, 32, 33, 36 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986412; SUBJECT TO AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 8 TO 10, 32, 33 AND 36 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER BLOCK 123, PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20, 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 1227789 (IN FAVOUR OF PARTS 7, 34 AND 35, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>

<p><u>01566-1015 (LT)</u></p>	<p><u>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 8, 20 AND 36, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 36, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R27789 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PARTS 8 AND 36, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF 8 AND 36, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PARTS 8 AND 36, PLAN 12R27789) AS IN CE986412; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 7, 9, 10, 16 TO 19, 21 TO 23, 25, 32 TO 35, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986413; SUBJECT TO AN EASEMENT OVER PARTS 20 AND 36, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 7, 9, 10, 16 TO 19, 21 TO 23, 25, 32 TO 35, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986413; SUBJECT TO AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 7, 9, 10, 32, 33, 34 AND 35, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</u></p>
<p><u>01566-1016 (LT)</u></p>	<p><u>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 9 AND 21, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 AND 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PART 9, PLAN 12R27789) AS IN CE986413; SUBJECT TO AN EASEMENT OVER PART 21, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 8, 10, 16 TO 20, 22, 23, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986414; SUBJECT TO AN EASEMENT OVER PARTS 9 AND 21, PLAN</u></p>

	<p><u>12R27789 IN FAVOUR OF PARTS 5 TO 8, 10, 16 TO 20, 22, 23, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986414; SUBJECT TO AN EASEMENT OVER PART 9, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 8, 10, 16 TO 20, 22, 23, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</u></p>
<p><u>01566-1017 (LT)</u></p>	<p><u>.PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 10, 22 AND 23, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 AND 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PART 47, PLAN 12R22742 (IN FAVOUR OF PARTS 10 AND 22, PLAN 12R27789) AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PART 25, PLAN 12R27789 AS IN CE986405; SUBJECT TO AN EASEMENT OVER PART 23, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PART 10, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; SUBJECT TO AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986415; SUBJECT TO AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986415; SUBJECT TO AN EASEMENT OVER PART 10, PLAN 12R27789 IN FAVOUR OF PARTS 5 TO 9, 16 TO 21, 25, 32 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533 AS IN CE986415; SUBJECT TO AN EASEMENT OVER PART 23, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986407; CITY OF WINDSOR</u></p>

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

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

CE286717	2007/08/08	Construction Lien	\$385,450	J. Lepera Contracting Inc.	=
CE292456	2007/09/12	Certificate	=	Superior Court of Justice	J. Lepera Contracting Inc.
CE297633	2007/10/12	Construction Lien	\$42,828	J. Lepera Contracting Inc.	
CE297634	2007/10/12	Construction Lien	\$44,778	J. Lepera Contracting Inc.	
CE304400	2007/11/23	Certificate	=	Superior Court of Justice	J. Lepera Contracting Inc.
CE304401	2007/11/23	Certificate	=	Superior Court of Justice	J. Lepera Contracting Inc.
CE447653	2010/11/02	Notice		Royal Timbers Inc.	2248144 Ontario Limited
CE447656	2010/11/02	Notice		Royal Timbers Inc.	2248144 Ontario Limited
CE569187	2013/06/18	APL Court Order	=	Superior Court of Justice	BDO Canada
CE714324	2016/05/25	Transmisson Charge	=	D'Amore, Patrick	D'Amore, Scott
CE714326	2016/05/25	Transmisson Charge	=	D'Amore, Patrick	D'Amore, Scott
CE714327	2016/05/25	Transmisson Charge	=	D'Amore, Patrick	D'Amore, Scott
CE714329	2016/05/25	Transmisson Charge	=	D'Amore, Patrick	D'Amore, Scott
CE714330	2016/05/25	Transmisson Charge	=	D'Amore, Patrick	D'Amore, Scott
CE714331	2016/05/25	Transmisson Charge	=	D'Amore, Patrick	D'Amore, Scott
CE714332	2016/05/25	Transmisson Charge	=	D'Amore, Patrick	D'Amore, Scott
CE715026	2016/05/30	Transfer of	=	Simba Group Developments	Windsor Family Credit Union

		<u>Charge</u>		<u>Limited</u> <u>D'Amore, Scott</u>	<u>Limited</u>
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Schedule D – Permitted Encumbrances, Easements and Restrictive Covenants related to the Real Property

(unaffected by the Vesting Order)

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

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

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

<u>01566-1013</u>					
<u>Registration Number</u>	<u>Date</u>	<u>Instrument</u>	<u>Amount</u>	<u>Parties From</u>	<u>Parties to</u>
<u>D37712178</u>	<u>1991/12/18</u>	<u>APL (General)</u>		<u>See Document</u>	<u>E & E Builders Limited</u> <u>Di Mambro & Mancini Construction Ltd.</u>
<u>LT336126</u>	<u>2002/02/05</u>	<u>Bylaw</u>		<u>The Corporation of the City of Windsor</u>	
<u>CE144181</u>	<u>2005/05/04</u>	<u>Transfer Easement</u>	<u>\$3,760</u>	<u>D'Amore, Pat</u>	<u>The Corporation of the City of Windsor</u> <u>The Windsor Utilities Commission- Water Division</u> <u>Enwin Powerlines Limited</u> <u>Union Gas Limited</u> <u>Bell Canada</u> <u>Cogeco Cable Systems Inc.</u>
<u>CE185377</u>	<u>2005/11/29</u>	<u>APL Absolute Title</u>		<u>Banwell Development Corporation</u>	
<u>CE191966</u>	<u>2006/01/04</u>	<u>No Sub Agreement</u>		<u>The Corporation of the City of Windsor</u>	<u>Banwell Development Corporation</u>
<u>12R27789</u>	<u>2019/05/14</u>	<u>Plan</u>			

CE986396	2021/01/20	Reference Transfer Easement		Royal Timbers Inc.	2248144 Ontario Limited
CE986397	2021/01/20	Transfer Easement		Royal Timbers Inc.	838605 Ontario Limited
CE986411	2021/01/20	Transfer		Royal Timbers Inc.	Royal Timbers Inc.
CE992517	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	
CE992518	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	

01566-1014 Registration Number	Date	Instrument	Amount	Parties From	Parties to
D37712178	1991/12/18	APL (General)		See Document	E & E Builders Limited Di Mambro & Mancini Construction Ltd.
LT336126	2002/02/05	Bylaw		The Corporation of the City of Windsor	
CE144181	2005/05/04	Transfer	\$3,760	D'Amore, Pat	The Corporation of

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

CE992518	2021/02/24	Notice		Inc. BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	
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01566-1015 Registration Number	Date	Instrument	Amount	Parties From	Parties to
D37712178	1991/12/18	APL (General)		See Document	E & E Builders Limited Di Mambro & Mancini Construction Ltd.
LT336126	2002/02/05	Bylaw		The Corporation of the City of Windsor	
CE144181	2005/05/04	Transfer Easement	\$3,760	D'Amore, Pat	The Corporation of the City of Windsor The Windsor Utilities Commission- Water Division Enwin Powerlines Limited Union Gas Limited Bell Canada Cogeco Cable Systems Inc.

CE185377	2005/11/29	APL Absolute Title		Banwell Development Corporation	
CE191966	2006/01/04	No _____ Sub Agreement		The Corporation of the City of Windsor	Banwell Development Corporation
12R27789	2019/05/14	Plan Reference			
CE986396	2021/01/20	Transfer Easement		Royal Timbers Inc.	2248144 Ontario Limited
CE986397	2021/01/20	Transfer Easement		Royal Timbers Inc.	838605 Ontario Limited
CE986413	2021/01/20	Transfer		Royal Timbers Inc.	Royal Timbers Inc.
CE992517	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as _____ Court-appointed receiver _____ of Royal Timbers Inc.	
CE992518	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as _____ Court-appointed receiver _____ of Royal Timbers Inc.	

01566-1016	Date	Instrument	Amount	Parties From	Parties to
D37712178	1991/12/18	APL (General)		See Document	E & E Builders Limited Di Mambro &

LT336126	2002/02/05	Bylaw		The Corporation of the City of Windsor	Mancini Construction Ltd.
CE185377	2005/11/29	APL Absolute Title		Banwell Development Corporation	
CE191966	2006/01/04	No Sub Agreement		The Corporation of the City of Windsor	Banwell Development Corporation
12R27789	2019/05/14	Plan Reference			
CE986396	2021/01/20	Transfer Easement		Royal Timbers Inc.	2248144 Ontario Limited
CE986397	2021/01/20	Transfer Easement		Royal Timbers Inc.	838605 Ontario Limited
CE986414	2021/01/20	Transfer		Royal Timbers Inc.	Royal Timbers Inc.
CE992517	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	
CE992518	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	

<u>01566-1017</u>					
<u>Registration Number</u>	<u>Date</u>	<u>Instrument</u>	<u>Amount</u>	<u>Parties From</u>	<u>Parties to</u>
<u>D37712178</u>	<u>1991/12/18</u>	<u>APL (General)</u>		<u>See Document</u>	<u>E & E Builders Limited</u> <u>Di Mambro & Mancini Construction Ltd.</u>
<u>LT336126</u>	<u>2002/02/05</u>	<u>Bylaw</u>		<u>The Corporation of the City of Windsor</u>	
<u>CE185377</u>	<u>2005/11/29</u>	<u>APL Absolute Title</u>		<u>Banwell Development Corporation</u>	
<u>CE191966</u>	<u>2006/01/04</u>	<u>No Sub Agreement</u>		<u>The Corporation of the City of Windsor</u>	<u>Banwell Development Corporation</u>
<u>12R27789</u>	<u>2019/05/14</u>	<u>Plan Reference</u>			
<u>CE986396</u>	<u>2021/01/20</u>	<u>Transfer Easement</u>		<u>Royal Timbers Inc.</u>	<u>2248144 Ontario Limited</u>
<u>CE986397</u>	<u>2021/01/20</u>	<u>Transfer Easement</u>		<u>Royal Timbers Inc.</u>	<u>838605 Ontario Limited</u>
<u>CE986406</u>	<u>2021/01/20</u>	<u>Transfer Easement</u>		<u>Royal Timbers Inc.</u>	<u>Royal Timbers Inc.</u>
<u>CE986407</u>	<u>2021/01/20</u>	<u>Transfer Easement</u>		<u>Royal Timbers Inc.</u>	<u>838605 Ontario Limited</u>
<u>CE986415</u>	<u>2021/01/20</u>	<u>Transfer</u>		<u>Royal Timbers Inc.</u>	<u>Royal Timbers Inc.</u>
<u>CE992517</u>	<u>2021/02/24</u>	<u>Notice</u>		<u>BDO Canada Limited, solely in its capacity as Court-</u>	

<u>CE992518</u>	<u>2021/02/24</u>	<u>Notice</u>	<u>appointed receiver of Royal Timbers Inc.</u> <u>BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.</u>	
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Document comparison by Workshare 9.5 on Friday, February 26, 2021 11:45:38 AM

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Moved from	
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Padding cell	

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Moved to	0
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Format changed	0

Total changes	834
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KEVIN D'AMORE

and

Applicant

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

Court File No: CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at WINDSOR

MOTION RECORD
(RETURNABLE ON A DATE TO BE DETERMINED BY
REGIONAL SENIOR JUSTICE THOMAS)
(VOLUME 4 OF 4)

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Receiver of Banwell Development Corporation