

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

**URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.,
URBANCORP (RIVERDALE) DEVELOPMENTS INC., &
URBANCORP (THE BEACH) DEVELOPMENTS INC.**

Respondents

**APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended, section 68 of the *Construction Lien Act*, R.S.O. 1990,
c. C.30, and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43**

**SUPPLEMENTARY MOTION RECORD
(Re: Approval of Site Plan Agreement and Lesliville Parkland Dedication,
and Repayment of Borrowings & Ancillary Relief)
Returnable October 26, 2017**

Date: October 24, 2017

BLAKE, CASSELS & GRAYDON LLP
Barristers and Solicitors
199 Bay Street
Suite 4000, Commerce Court West
Toronto, Ontario M5L 1A9

Pamela L. J. Huff, LSUC #27344V
Tel: 416-863-2958
Fax: 416-863-2653
Email: pamela.huff@blakes.com

Kelly Peters, LSUC#: 59914W
Tel: 416-863-4271
Fax: 416-863-2653
Email: kelly.peters@blakes.com

Independent Counsel for Alvarez & Marsal
Canada Inc., in its capacity as both Receiver and
Manager and Construction Lien Trustee of the
assets, undertakings and property of Urbancorp
(Leslieville) Developments Inc., Urbancorp
(Riverdale) Developments Inc., and Urbancorp
(The Beach) Developments Inc.

**TO: MASTER SERVICE LIST AND SUPPLEMENTARY SERVICE LIST
(ATTACHED)**

MASTER SERVICE LIST

As of 25 September 2017

Court File No. CV-16-11409-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

**URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.,
URBANCORP (RIVERDALE) DEVELOPMENTS INC., &
URBANCORP (THE BEACH) DEVELOPMENTS INC.**

Respondents

**APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended, section 68 of the *Construction Lien Act*, R.S.O. 1990, c. C.30,
and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43**

TO: GOWLING WLG (CANADA) LLP
1 First Canadian Place
Suite 1600, 100 King Street West
Toronto, Ontario M5X 1G5

Attention: Clifton P. Prophet
Tel: (416) 862-3509
Fax: (416) 862-7661
E-Mail: clifton.prophet@gowlingwlg.com

Attention: Frank Lamie
Tel: (416) 862-3609
Fax: (416) 862-7661
E-Mail: frank.lamie@gowlingwlg.com

*Lawyers for the Applicants, Canadian Imperial Bank of Commerce in its capacity
as Administrative Agent and Lender*

AND TO: ALVAREZ & MARSAL CANADA INC.
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2900, P.O. Box 22
Toronto, ON M5J 2J1
Monitor

Attention: Doug McIntosh

Tel: (416) 847-5150
Fax: (416) 847-5201
Email: dmcintosh@alvarezandmarsal.com

Attention: Tony Zaspalis

Tel: (416) 847-5171
Fax: (416) 847-5201
Email: tzaspalis@alvarezandmarsal.com

Attention: Amanda Favot

Tel: (416) 847-5163
Fax: (416) 847-5201
Email: afavot@alvarezandmarsal.com

Attention: Ryan Gruneir

Tel: (416) 847-5151
Fax: (416) 847-5201
Email: rgruneir@alvarezandmarsal.com

Court Appointed Receiver and Construction Lien Trustee of the Respondents

AND TO: BLAKE, CASSELS & GRAYDON LLP

199 Bay Street, Suite 4000,
Commerce Court West
Toronto ON M5L 1A9

Attention: Pamela L.J. Huff

Tel: (416) 863-2958
Fax: (416) 863-2653
E-Mail: pamela.huff@blakes.com

Attention: Milly Chow

Tel: (416) 863-2594
Fax: (416) 863-2653
E-Mail: milly.chow@blakes.com

Attention: Kelly Peters

Tel: (416) 863-4271
Fax: (416) 863-2653
E-Mail: kelly.peters@blakes.com

*Lawyers for the Court Appointed Receiver and Construction Lien Trustee,
Alvarez & Marsal Canada Inc.*

AND TO: WEIRFOULDS LLP

Barristers & Solicitors
The TD Bank Tower, Suite 4100
66 Wellington Street West
Toronto, ON M5K 1B7

Attention: Danny M. Nunes & Edmond F.B. Lamek

Tel: (416) 619-6293 / (416) 367-6311
Fax: (416) 365-1876
Email: dnunes@weirfoulds.com
Email: elamek@weirfoulds.com

Lawyers for the Urbancorp CCAA Entities

AND TO: DAVIES WARD PHILLIPS & VINEBERG LLP
155 Wellington Street West
Toronto, ON M5V 3J7

Attention: Robin B. Schwill
Tel: (416) 863-5502 / (416) 367-7460
Fax: (416) 863-0900
Email: rschwill@dwpv.com

Lawyers for the Monitor of the Urbancorp CCAA Entities

AND TO: KSV ADVISORY INC.
150 King Street, Suite 2308
Toronto, ON M5H 1J9

Attention: Bobby Kofman / Noah Goldstein / Robert Harlang
Tel: (416) 932-6228 / (416) 932-6027 / (416) 932-5306
Email: bkofman@ksvadvisory.com / ngoldstein@ksvadvisory.com /
rharlang@ksvadvisory.com

Monitor of the Urbancorp CCAA Entities

AND TO: BENNETT JONES LLP
3400, One First Canadian Place, Box 130
Toronto, ON M5X 1A4

Attention: S. Richard Orzy / Raj Sahni
Tel: (416) 777-5737 / (416) 777-4804
Fax: (416) 863-1716
Email: Orzyr@bennettjones.com / sahnir@bennettjones.com

Lawyers for Alan Saskin

AND TO: FULLER LANDAU LLP
151 Bloor Street West, 12th Floor
Toronto, ON, M5S 1S4

Attention: Gary Abrahamson
Tel: (416) 645-6524
Email: gabrahamson@fullerllp.com

Proposal Trustee for Alan Saskin

AND TO: TORYS LLP
79 Wellington St. W., 30th Floor
TD South Tower
Toronto, ON M5K 1N2

Attention: Adam Slavens
Tel: (416) 865-7333
Fax: (416) 865-7380
Email: aslavens@torys.com

Lawyers for Tarion Warranty Corporation

AND TO: ALTUS GROUP

Attention: Colin Doran
Email: colin.doran@altusgroup.com

Cost Consultant for Leslieville and The Beach Projects

AND TO: DICKINSON WRIGHT LLP
Barristers & Solicitors
199 Bay Street, Suite 2200, P.O. Box 447
Commerce Court Postal Station
Toronto, ON M5L 1G4

Attention: David P. Preger
Tel: (416) 646-4606
Fax: (416) 865-1398
Email: dpreger@dickinsonwright.com

Attention: Lisa S. Corne
Tel: (416) 646-4608
Fax: (416) 865-1398
Email: lcorne@dickinsonwright.com

*Lawyers for 46 Purchasers of Residential Units at 50 Curzon St., Toronto
(Urbancorp (Leslieville) Developments Inc.)*

AND TO: FASKEN MARTINEAU DUMOULIN LLP

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

Attention: Aubrey Kauffman

Tel: (416) 868-3538
Fax: (416) 364-7813
Email: akauffman@fasken.com

Lawyers for Travelers Guarantee Company of Canada

AND TO: ROBINS APPLEBY LLP

Barristers + Solicitors
2600-120 Adelaide Street West
Toronto, ON M5H 1T1

Attention: Leor Margulies & Dominique Michaud

Tel: (416) 360-3372 / (416) 360-3795
Fax: (416) 868-0306
Email: lmargulies@robapp.com / dmichaud@robapp.com

Lawyers for Terra Firma Capital Corporation

AND TO: GOLDMAN SLOAN NASH & HABER LLP

480 University Avenue, Suite 1600
Toronto, ON M5G 1V2

Attention: Brendan Bissell

Tel: (416) 597-6489
Fax: (416) 597-9922
Email: bissell@gsnh.com

Lawyers for Terra Firma Capital Corporation

AND TO: MARCIANO BECKENSTEIN LLP

Barristers & Solicitors
7625 Keele Street
Concord, ON L4K 1Y4

Attention: Shael Beckenstein / Mark Adilman

Tel: (905) 760-8773
Fax: (905) 669-7416
Email: sbeckenstein@mblaw.ca / madilman@mblaw.ca

Lawyers for Genesis Home Services Inc.

AND TO: MINISTRY OF FINANCE (ONTARIO)

Legal Services Branch
33 King Street West, 6th Floor
Oshawa, ON L1H 8H5

Attention: Kevin O'Hara LL.M, Senior Counsel

Tel: (905) 433-6934
Fax: (905) 436-4510
E-Mail: Kevin.ohara@ontario.ca

AND TO: DEPARTMENT OF JUSTICE

The Exchange Tower,
130 King Street West
Suite 3400, P.O. Box 36
Toronto, ON M5X 1K6

Attention: Fozia Chaudary

Tel: (416) 952-7722
Fax: (416) 973-0810
E-Mail: fozia.chaudary@justice.gc.ca

AND TO: SPEIGEL NICHOLS FOX LLP

400-30 Eglinton Avenue West
Mississauga, ON L5R 3E7

Attention: Kim Ferreira

Tel: (905) 366-9700 x. 229
Fax: (905) 366-9707
Email: kim@ontlaw.com

Lawyers for Urbangreen Construction Ltd.

AND TO: DANA ROSS
30 Caroline Avenue
Toronto, ON M4M 2X7

Tel: (416) 708-7930
Email: dana_lynn_ross@yahoo.com

*Purchaser of one of the Townhomes at 50 Curzon St., Toronto
(Urbancorp (Leslieville) Developments Inc.)*

AND TO: ANWAR JAMAL
250 Cornell Centre Blvd.
Markham, ON L6B 0V9

Email: anwar.jamal@hotmail.com

*Purchaser of one of the Townhomes at 50 Curzon St., Unit #319
(Urbancorp (Leslieville) Developments Inc.)*

AND TO: ASHTON BROOKS
1 Bellhaven Road
Toronto, ON M4L 3J4

Tel: (519) 546-8271
Email: ashtonbrooks@gmail.com

*Purchaser of one of the Townhomes at 50 Curzon St., Unit #306
(Urbancorp (Leslieville) Developments Inc.)*

AND TO: ROBERT COATES LAW OFFICE
307-120 Carlton Street
Toronto, ON M5A 4K2

Tel: (416) 925-6490
Fax: (416) 925-4492
Email: robert@coates.com / robert@rgcoates.com
gill.yyz@gmail.com

*Lawyers for Robert Gill & Pravin Patel, purchasers of 50 Curzon Street, Unit #111
(Urbancorp (Leslieville) Developments Inc.)*

AND TO: JOSEPH PAK HIM CHAN PROFESSIONAL CORPORATION
203-80 Acadia Avenue
Markham, ON L3R 9V1

Tel: (905) 475-2426
Fax: (416) 987-5604
Email: jchan@josephphchan.com

*Lawyer/Creditor for Joseph Pak Him Chan,
purchaser of one of the Townhomes at 50 Curzon Street, Toronto
(Urbancorp (Leslieville) Developments Inc.)*

AND TO: EUN LEE
Email: jh0302es@yahoo.co.kr

*Purchaser of one of the Townhomes at 50 Curzon Street, Unit #515
(Urbancorp (Leslieville) Developments Inc.)*

AND TO: ADRIAN McCALLA
Tel: (416) 838-7654
Email: theumbrellagroups@gmail.com

*Purchaser of one of the Townhomes at 21 Hemlock
(Urbancorp (The Beach) Developments Inc.)*

AND TO: HARRIS, SHEAFFER LLP
Yonge Corporate Centre
Suite 610, 4100 Yonge Street
Toronto, ON M2P 2B5

Attention: Michael Baum
Tel: (416) 250-2892
Fax: (416) 250-5300
Email: mbaum@harris-sheaffer.com

AND TO: CHAITONS LLP
5000 Yonge Street, 10th Floor
Toronto, ON M2N 7E9

Attention: Barry Rotenberg
Tel: (416) 218-1133
Fax: (416) 218-1833
Email: brotenberg@chaitons.com

AND TO: CHARLES SHIN and WON MI SHIN

Email: charlesshin85@gmail.com

Email: chawonmi@gmail.com

*Purchaser of one of the Townhomes at 50 Curzon Street, Toronto
(Urbancorp (Leslieville) Developments Inc.)*

AND TO: USHAVINDER S. BHATIA

898 Silverthorn Mill Ave
Mississauga, ON L5W 1B2

Tel: (416) 417-9982

Email: ushvinder@hotmail.com

*Purchaser of one of the Townhomes at 21 Hemlock, Unit #28
(Urbancorp (The Beach) Developments Inc.)*

AND TO: CONCORDE LAW PROFESSIONAL CORPORATION

260 Edgeley Boulevard, Unit 12
Vaughan, ON L4K 3Y4

Attention: Louis E. Raffaghello, LL.B., LL.M.

Tel: (647) 792-1278 Ext: 208

Fax: (866) 220-3747

Email: louisr@concordelaw.ca

Lawyers for Ushavinder S. Bhatia

AND TO: XIAO HONG LING

Email: luyi9981@gmail.com

*Purchaser of one of the Townhomes at 50 Curzon St., Unit #501
(Urbancorp (Leslieville) Developments Inc.)*

AND TO: MYUNG HO LIM

Email: zizibe22@yahoo.com

*Purchaser of one of the Townhomes at 50 Curzon St., Unit #503
(Urbancorp (Leslieville) Developments Inc.)*

AND TO: TCC/URBANCORP (BAY/STADIUM) LIMITED PARTNERSHIP

120 Lynn Williams Street, Suite No. 2A
Toronto, ON M6K 3P6

AND TO: MICHAEL HOMEWOOD
Email: homewoodinc@gmail.com

*Purchaser of one of the Townhomes on Vince Avenue
(Urbancorp (The Beach) Developments Inc.)*

AND TO: MIKE TATARI
104 Harlandale Ave
Toronto, ON M2N 1P3

Tel: (416) 670-4080
Email: miketatari@live.ca

*Purchaser of one of the Townhomes at 50 Curzon St., Unit #306
(Urbancorp (Leslieville) Developments Inc.)*

AND TO: ALI TATARI
Email: alitatari@hotmail.com

*Purchaser of one of the Townhomes at 50 Curzon St.
(Urbancorp (Leslieville) Developments Inc.)*

AND TO: RYAN FAZA
Real Estate Representative
Royal LePage Realty Plus
2575 Dundas Street West
Mississauga, ON L5K 2M6

Tel: (905) 617-0037
Fax: (905) 828-1511
Email: rfaza@royallepage.ca

*Purchaser of one of the Townhomes at Hemlock,
(Urbancorp (The Beach) Developments Inc.)*

AND TO: PALLETT VALO LLP
77 City Centre Drive
West Tower, Suite 300
Mississauga, ON L5B 1M5

Attention: Bobby Sachdeva & Wojtek Jaskiewicz
Tel: (905) 273-3300
Email: bsachdeva@pallettvalo.com
Email: wjaskiewicz@pallettvalo.com

*Lawyers to Anita Zhi Ling Huang, Hun-Yu Cao, Birchland Developments Inc.,
Raed Faza, Ushvinder Bhatia and Adrian McCalla*

AND TO: ANITA HUANG
Email: anita@anitahuang.ca

*Purchaser of one of the Townhomes on Vince Avenue
(Urbancorp (The Beach) Developments Inc.)*

AND TO: PEI YUN
Email: yunp57@hotmail.com

*Purchaser of one of the Townhomes at 50 Curzon St., Toronto
(Urbancorp (Leslieville) Developments Inc.)*

AND TO: GIESBRECHT, GRIFFIN, FUNK & IRVINE LLP
60 College Street
Kitchener, ON N2H 5A1

Attention: Robert Lanteigne
Tel: (519) 579-4300 Ext. 236
Fax: (519) 579-8745
Email: rlanteigne@ggfilaw.com

*Lawyers for Assignor of Residential Unit at 50 Curzon St., Toronto
(Urbancorp (Leslieville) Developments Inc.)*

AND TO: DELIA TSE AND CHAN WING DANNY TSE
Email: deliatse88@gmail.com
Email: tsewing1688@gmail.com

*Assignor of Residential Unit at 50 Curzon St., Toronto
(Urbancorp (Leslieville) Developments Inc.)*

AND TO: CASSELS BROCK & BLACKWELL LLP
40 King Street West, Suite 2100
Toronto, ON M5H 3C2

Attention: Mark St. Cyr
Tel: (416) 869-5462
Fax: (416) 640-3209
Email: mstcyr@casselsbrock.com

Lawyers for the Respondent, 1481614 Ontario Inc. formerly carrying on business as Coldwell Banker Case Realty

AND TO: LAKS, KOCOVSKI
717 Pape Avenue, Suite 303
Toronto, ON M4K 3S9

Attention: James Lak
Tel: (416) 466-1900 Ext: 22
Fax: (416) 466-1919
E-mail: laksko@bellnet.ca

Lawyers for Assignors (Delia Tse and Chan Wing Danny Tse) of Residential Unit at 50 Curzon St., Toronto (Urbancorp (Leslieville) Developments Inc.)

AND TO: MILLER THOMPSON LLP
60 Columbia Way, Suite 600
Markham, ON L3R 0C9

Attention: Enzo Di Iorio
Tel: (905) 415-6711
Fax: (905) 415-6777
Email: ediorio@millerthomson.com

Attention: Cara Shames
Tel: (905) 415-6464
Fax: (905) 415-6777
E-Mail: cshames@millerthomson.com

Lawyers for Midland Appliance

AND TO: ALFRED S. SCHORR
Barrister & Solicitor
227 Eagle Street East, Suite 2900
Newmarket, ON L3Y 1J8

Attention: Alfred S. Schorr
Tel: (905) 940-9252
Fax: (905) 940-5583
Email: Alfred@schorrlaw.ca

Lawyers for Living Realty and International Home Marketing

AND TO: NEAL OWEN PALOMINO
160 Upper Canada Drive
North York, ON M2P 1S8

Tel: (416) 878-8806
Email: nealpalomino@sympatico.ca

*Purchaser of one of the Townhomes at 50 Curzon St., Toronto
(Urbancorp (Leslieville) Developments Inc.)*

AND TO: SAMEUL HO AND ANITA CHEUNG
51 Franklin Ave
North York, ON M2N 1B8

Email: samuel.sh.ho@gmail.com

*Purchaser of one of the Townhomes at 50 Curzon St., Unit #309
(Urbancorp (Leslieville) Developments Inc.)*

AND TO: SELINA NAZIM
199 Richmond Street West, Suite 2402
Toronto, ON M5V 0H4

Tel: (416) 565-6270
Email: selinapitt@rogers.com

*Purchaser of one of the Townhomes at 50 Curzon St., Unit 119
(Urbancorp (Leslieville) Developments Inc.)*

CONSTRUCTION LIEN CLAIMANTS:

AND TO: DELZOTTO, ZORZI LLP
4810 Dufferin Street, Suite D
Concord, ON L4K 4L6

Attention: Robert Calderwood
Tel: (416) 665-5555
Fax: (416) 665-9653
Email: rcalderwood@dzlaw.com

Lawyers for Furkin Construction Inc.

AND TO: D'ALIMONTE LAW
Professional Corporation
4300 Steeles Avenue West, Unit #27
Woodbridge, ON L4L 4C2

Attention: Joseph D'Alimonte
Tel: (905) 264-1553
Fax: (905) 264-5450
Email: jdalimonte@bellnet.ca

Lawyers for NG Marin Inc.

AND TO: HAMMOND FLESIAS
3800 Steeles Avenue West, Suite 300
Vaughan, ON L4L 4G9

Attention: Richard Hammond
Tel: (905) 850-8550 x 400
Fax: (905) 850-9998
Email: rhammond@hammondflesias.com

Lawyers for Lido Construction Inc.

AND TO: LOOPSTRA NIXON LLP
135 Queens Plate Drive, Suite 600
Toronto, ON M9W 6V7

Attention: Alison Kuchinsky
Tel: (416) 748-4771
Fax: (416) 746-8319
Email: akuchinsky@loonix.com

Attention: Michael B. McWilliams
Tel: (416) 746-4710
Fax: (416) 746-8319
Email: mmcwilliams@loonix.com

Attention: Christophe Shammass
Tel: (416) 748-5121
Fax: (416) 746-8319
Email: cshammass@loonix.com

Lawyers for Canadian Rental Centres and Emergency Propane Services Inc.

AND TO: KENNALEY CONSTRUCTION LAW
58 Peel Street
Simcoe, ON N3Y 1S2

Attention: Robert J. Kennaley
Tel: (519) 426-2577
Fax: (519) 426-3777
Email: rjk@kennaley.com

Lawyers for Orin Contractors Corp. and Roni Excavating Limited

AND TO: BISCEGLIA & ASSOCIATES
7941 Jane Street, Suite 200
Concord, ON L4K 4L6

Attention: Emilio Bisceglia
Tel: (905) 264-1632
Fax: (905) 264-1059
Email: ebisceglia@lawtoronto.com

Lawyers for Alpa Stairs and Railings Inc.

AND TO: DRUDI ALEXIOU KUCHAR LLP
7050 Weston Road, Suite 610
Vaughan, ON L4L 8G7

Attention: Marco Drudi
Tel: (905) 850-6116
Fax: (905) 850-9146
Email: mdrudi@dakllp.com

Lawyers for Uptown Hardware Limited

AND TO: PHILIP HORGAN LAW OFFICE
301-120 Carlton Street
Toronto, ON M5A 4K2

Attention: Philip Horgan
Tel: (416) 777-9994
Fax: (416) 777-9921
Email: phorgan@carltonlaw.ca

Attention: Mary Zettel
Tel: (416) 777-9994
Fax: (416) 777-9921
Email: mzettel@carltonlaw.ca

Lawyers for Commercial Two Construction Inc.

AND TO: KOSKIE MINSKY LLP
20 Queen Street West, Suite 900
Toronto, ON M5H 3R3

Attention: Jeffrey Armel
Tel: (416) 595-2125
Fax: (416) 204-2892
Email: jarmel@kmlaw.ca

Lawyers for EXP Services Inc.

AND TO: TORKIN MANES LLP
1500-151 Yonge Street
Toronto, ON M5C 2W7

Attention: Kayla Kwinter
Tel: (416) 863-1188
Fax: (416) 863-0305
Email: kkwinter@torkinmanes.com

Lawyers for MDF Mechanical Limited

AND TO: CASSELS BROCK & BLACKWELL LLP
Scotia Plaza, 40 King Street West, Suite 2100
Toronto, ON M5H 3C2

Attention: Todd Robinson
Tel: (416) 869-5300
Fax: (416) 360-8877
Email: trobenson@casselsbrock.com

Lawyers for Sterling Tile & Carpet

**AND TO: MINISTRY OF THE ENVIRONMENT AND CLIMATE CHANGE
(ONTARIO)**

Legal Services Branch
135 St. Clair Ave. West, 10th Floor
Toronto, ON M4V 1P5
Fax: 416.314.6579

Nadine Harris
Tel: 416.212.4998
Email: nadine.harris@ontario.ca

AND TO: CITY OF TORONTO
Litigation Section, Legal Services Division 26th Floor, Metro Hall, Stn. 1260,
55 John Street Toronto, ON M5V3C6

Attention: Christopher Henderson
Email: chender3@toronto.ca

AND TO: JOHN LO FASO PROFESSIONAL CORPORATION
3700 Steeles Avenue West, Suite 600
Woodbridge, ON L4L 8K8

Attention: John Lo Faso
Tel: (905) 856-3700
Fax: (905) 850-9969
Email: johnlofaso@westonlaw.ca

Lawyers for Silvio Construction Co. Ltd.

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.,
URBANCORP (RIVERDALE) DEVELOPMENTS INC., &
URBANCORP (THE BEACH) DEVELOPMENTS INC.

Respondents

APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, section 68 of the *Construction Lien Act*, R.S.O. 1990, c. C.30, and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

SUPPLEMENTARY SERVICE LIST

UTILITIES

Enbridge Gas Distribution Inc.
500 Consumers Road
North York, Ontario
M2J 1P8

Bell Canada
5115 Creekbank Road
Floor 3, West Tower
Mississauga, Ontario
L4W 5R1
Attention: Manager – Right of Way

Rogers Communications Inc.
855 York Mills Road
Don Mills, Ontario
M4S 3B1

**UNREPRESENTED PURCHASERS – URBANCORP (LESLIEVILLE)
DEVELOPMENTS**

Ada Chan
for-ada@rogers.com

TRUSTEE

msi Spergel Inc.
201-505 Consumers Road
Toronto, Ontario
M2J 4V8

Attention: Phillip Gennis
Tel: 416-497-1660
Fax: 416-494-7199
Email: PGennis@spergel.ca

Trustee in Bankruptcy of Debtors

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

**URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.,
URBANCORP (RIVERDALE) DEVELOPMENTS INC., &
URBANCORP (THE BEACH) DEVELOPMENTS INC.**

Respondents

**APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended, section 68 of the *Construction Lien Act*, R.S.O. 1990,
c. C.30, and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43**

SUPPLEMENTARY MOTION RECORD

I N D E X

Tab	Description	Page
1.	Supplementary Report to the Fifth Report of the Construction Receiver dated October 24, 2017	1
A.	Appendix "A": Execution Copy of the Site Plan Agreement	5
B.	Appendix "B": Draft Approval and Vesting Order (Re: Site Plan Agreement & Leslieville Parkland Dedication)	20

TAB 1

Court File No.: CV-16-11409-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

and

**URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.,
URBANCORP (RIVERDALE) DEVELOPMENTS INC., &
URBANCORP (THE BEACH) DEVELOPMENTS INC.**

Respondents

**APPLICATION UNDER SECTION 243 OF THE *BANKRUPTCY AND INSOLVENCY*
ACT, R.S.C. 1985, C.B-3, AS AMENDED, SECTION 68 OF THE
CONSTRUCTION LIEN ACT, R.S.O. 1990 C. C. 30, AND UNDER SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, C. C. 43**

**SUPPLEMENTARY REPORT TO THE FIFTH REPORT
OF
ALVAREZ & MARSAL CANADA INC.,
AS RECEIVER AND MANAGER AND CONSTRUCTION LIEN TRUSTEE
OF THE ASSETS, UNDERTAKINGS AND PROPERTY OF URBANCORP
(LESLIEVILLE) DEVELOPMENTS INC., URBANCORP (RIVERDALE)
DEVELOPMENTS INC., & URBANCORP (THE BEACH) DEVELOPMENTS INC.**

October 24, 2017

TABLE OF CONTENTS

1.0 INTRODUCTION..... 1
2.0 EXECUTION COPY OF SITE PLAN AGREEMENT 1
3.0 CONCLUSION 2

1.0 INTRODUCTION

1. On May 31, 2016, the Ontario Superior Court of Justice (the “**Court**”) granted an order appointing Alvarez & Marsal Canada Inc. as receiver and manager (in such capacity, the “**Receiver**”), pursuant to section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c.C.43, as amended, and as construction lien trustee (in such capacity, the “**Construction Lien Trustee**”, and together with the Receiver, the “**Construction Receiver**”), pursuant to section 68 of the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended, of all of the assets, undertakings, and property acquired for, or used in relation to the business of Urbancorp (Leslieville) Developments Inc., Urbancorp (Riverdale) Developments Inc., and Urbancorp (The Beach) Developments Inc.
2. On October 20, 2017, the Construction Receiver served its fifth report (the “**Fifth Report**”) in support of its motion seeking approval of two proposed orders: (i) the Site Plan Agreement & Parkland Dedication Order, and (ii) the Repayment of Borrowings & Ancillary Relief Order. Capitalized terms shall have the meanings ascribed to them in the Fifth Report unless otherwise defined herein.
3. The Construction Receiver appended as Appendix “A” to the Fifth Report a substantially finalized draft of the Site Plan Agreement. In the Fifth Report, the Construction Receiver advised that it would file with the Court a final execution copy of the Site Plan Agreement prior to the return date of the Construction Receiver’s motion if available.
4. The purpose of this supplementary report to the Fifth Report (the “**Supplementary Report**”) is to provide the Court with a copy of the final execution copy of the Site Plan Agreement.

2.0 EXECUTION COPY OF SITE PLAN AGREEMENT

5. On October 23, 2017, the City delivered to the Construction Receiver a revised copy of the Site Plan Agreement. The only revision to the Site Plan Agreement is an amendment to section 3 of Schedule “C” to the Site Plan Agreement, which amends the landscaping security amount from \$124,300.00 to \$40,000.00. A copy of the revised Site Plan Agreement is attached as **Appendix “A”** to this Supplementary Report.
6. The Construction Receiver has confirmed with Craft, as developer of the Leslieville Project, that the revised agreement received from the City is the final execution copy of the Site Plan Agreement.
7. As a result, the Construction Receiver has updated the proposed form of Site Plan Agreement & Parkland Dedication Order so that it refers to the Site Plan Agreement appended as Appendix “A” to this Supplementary Report. A copy of the revised Site Plan Agreement and Parkland Dedication Order is attached as **Appendix “B”** to this Supplementary Report.

3.0 CONCLUSION

8. The Construction Receiver requests that this Honourable Court grant the revised form of Site Plan Agreement & Parkland Dedication Order.

All of which is respectfully submitted, this 24th day of October, 2017.

**ALVAREZ & MARSAL CANADA INC. SOLELY IN ITS CAPACITY AS RECEIVER
AND MANAGER AND CONSTRUCTION LIEN TRUSTEE OF THE ASSETS,
UNDERTAKINGS AND PROPERTY OF URBANCORP (LESLIEVILLE)
DEVELOPMENTS INC., URBANCORP (RIVERDALE) DEVELOPMENTS INC., &
URBANCORP (THE BEACH) DEVELOPMENTS INC. AND NOT ITS PERSONAL OR
CORPORATE CAPACITY**

Per:



Douglas R. McIntosh
President

APPENDIX “A”

SITE PLAN AGREEMENT made this 23rd day of October, 2017.

B E T W E E N:

URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.

(the "Owner")

- and -

CITY OF TORONTO

(the "City")

WHEREAS:

- (A) The Owner is the owner of the land known as **50 Curzon Street**, in the City of Toronto, more particularly described in Schedule "A" to this Agreement (the "Land");
- (B) Pursuant to Subsection 114(12) of the City of Toronto Act, 2006, S.O. Chapter 11, Schedule A, the Council for the City of Toronto by enactment of By-law No. 774-2012 designated the City of Toronto as a site plan control area;
- (C) The Owner has applied to the City under Section 41 of the *Planning Act* and Section 114 of the *City of Toronto Act, 2006*, for site plan approval in respect of its development for a 56 unit row house development with underground parking (the "Project");
- (D) Section 114(17)(b) of the *City of Toronto Act, 2006*, states that the City may by by-law delegate any of the City of Toronto's powers or authority in Section 114 to an appointed official;
- (E) Article 415-19 of the Toronto Municipal Code delegates the powers and authority granted to Council with respect to site plan approval, to the Chief Planner or his/her designates, the Directors of Community Planning;
- (F) The Director of Community Planning, Toronto and East York District, (the "Director") on **January 25, 2016**, issued Notice of Approval Conditions with respect to Application No. **11 154637 STE 30**, wherein the Director indicated that he/she would be in a position to issue the Statement of Approval with respect to the Plans and Drawings listed in Schedule "B" to this Agreement (the "Plans and Drawings") once the Owner has satisfied all of the pre-approval conditions set out in the Notice of Approval Conditions, including the entering into of this Agreement;
- (G) Subsection 114(14) of the *City of Toronto Act, 2006*, provides that an agreement entered into to secure the provision of facilities, works or matters may be registered on the title of the land to which it applies.

IN CONSIDERATION of the premises and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

DEVELOPMENT OF PROJECT

1. The Owner agrees to develop the Land and construct the Project in substantial conformity with the Plans and Drawings and in accordance with the conditions set out in Schedule "C" to this Agreement, including, without limiting the generality of the foregoing, those Plans and Drawings setting out the approved exterior design and sustainable design features of the Project.

- 2 -

2. The Owner acknowledges and agrees that minor variations from the requirements of this Agreement including the Plans and Drawings may be consented to by the Chief Building Official for the City on amendments necessary to satisfy the requirements of the Ontario Building Code, or in other cases by the Chief Planner or designate, provided that in the opinion of the said Official, the general intent and purpose of this Agreement is maintained.

MAINTENANCE OF THE PROJECT

3. The Owner agrees to maintain the Project in substantial conformity with the Plans and Drawings and in accordance with the conditions set out in Schedule "C" to this Agreement, in default of which the Owner acknowledges that the City may exercise its rights set out in this Agreement.

COMPLETION OF THE PROJECT

4. The Owner agrees to complete the Project as set out in this Agreement within three years from the date of issuance of the Statement of Approval failing which this approval shall require an extension by the Director prior to the issuance of any building permit and the City may exercise the other remedies set out in this Agreement.

SECURITY FOR PERFORMANCE OF OBLIGATIONS

5. Upon execution of this Agreement, the Owner shall, if required in Schedule "C" of this Agreement, submit to the City a letter of credit or cash deposit in an amount satisfactory to the Director to secure the Owner's obligations (the "Security"). Any letter of credit shall be provided in a format acceptable to the City Treasurer and Chief Financial Officer. The Owner acknowledges and agrees security submitted in the form of a cash deposit when returned will not include interest.
6. Where required by Schedule "C" to this Agreement, the Owner agrees to guarantee the performance of the Owner's obligations to the satisfaction of the Director. The City may in its sole discretion reduce the Security and retain the balance until the conclusion of the guarantee period, if required by Schedule "C", and the Owner has completed its obligations to the satisfaction of the City.
7. The Security, or such remaining balance, shall be returned upon the satisfactory completion of the Owner's obligations under this Agreement. If the security is submitted to the City in the form of a cash deposit, it shall be returned to the person or Company having submitted the security, unless a signed Direction is provided to the City indicating otherwise. If the security is submitted in the form of a letter of credit, it will be returned to the Financial Institution.

RIGHT TO ENTER

8. The Owner acknowledges and agrees that the City may enter onto the Land at any time to inspect the Project to ensure substantial conformity with the Plans and Drawings and compliance with the obligations of this Agreement.

NON-COMPLETION

9. If in the opinion of the City, the Project is not being completed within the specified time or not in accordance with the approved Plans and Drawings, or should the Owner neglect or abandon the Project before completion or unreasonably delay the same so that the conditions of this Agreement are being violated, or should the Owner, in any manner, in the opinion of the City, default in the performance of any of the terms of this Agreement, then in such case, the City shall notify the Owner by prepaid registered mail in writing, specifying with reasonable particularity the nature of such default or neglect and require the Owner to remedy the same.

10. If such default or neglect is not remedied within ten (10) working days after such notice or within such greater time period as may be specified by the City, the City thereupon shall have full authority and power immediately to draw on the Financial Security to purchase such materials, tools and machinery and to employ such people as in the City's opinion shall be required for the proper completion of the outstanding obligations in this Agreement.
11. The cost of completion of any outstanding obligations of the Project shall be calculated by the City whose decision shall be final and such costs may be deducted from the Letter of Credit or other Financial Securities provided herein. In the event that the said Letter of Credit or other securities are insufficient to reimburse the City for all expenses incurred by the City to carry out the terms and obligations of this Agreement, then the Owner agrees to pay to the City such additional costs forthwith upon demand and the provisions of Section 386 of the *City of Toronto Act 2006, c.11* as amended, shall apply.

REMEDIES OF CITY

12. The Owner agrees that the City may recover the total cost of all labour and materials in carrying out and completing the obligations of the Owner as set out in this Agreement, plus a management fee equal to 15% of the costs and to do so, may from time to time draw without notice on the Security, in whole or in part, and retain the money secured by the Security.

ADJACENT MUNICIPAL PROPERTY

13. The Owner shall rectify, restore and repair any adjacent municipal property damaged in implementing this Agreement.

INDEMNITY

14. The Owner agrees to defend, indemnify and save the City harmless from and against all claims, demands, losses, costs, charges, expenses, actions and other proceedings made, brought against, suffered by or imposed on the City in respect of any failure by the Owner to fulfill any of its obligations (including the failure to maintain) under this Agreement.
15. The Owner agrees to pay to the City on demand, any loss, costs, or damages which may be sustained, incurred or paid by the City in consequence of the Owner's failure to fulfill any of its obligations (including the failure to maintain) under this Agreement.

NO OBLIGATION TO INSPECT

16. Nothing in this Agreement imposes upon the City any duty or obligation to inspect or examine the Land for compliance, or non-compliance or to provide an opinion or view respecting any condition of development or to request or require compliance with the conditions of this Agreement.

WAIVER

17. The waiver by the City of any provision of this Agreement in one instance shall not constitute a waiver of any other instance and any waiver shall be in writing.
18. No delay or omission by the City in exercising any right or remedy shall operate as a waiver of the right or remedy or of any other right or remedy.

REGISTRATION OF AGREEMENT

19. The Owner consents to the registration of this Agreement against the title of the Land and agrees to pay all of the City's costs with respect to the registration of this Agreement and any other required documents, including but not limited to any applicable subsearch, execution search and registration fees.

NOTICE

20. Any notice given by the City to the Owner pursuant to this Agreement is sufficiently given if sent by prepaid first class mail (addressed to the Owner at the address shown for the Owner on the assessment rolls of the City or on any application for building permit) or by means of facsimile transmission. The notice shall be conclusively deemed to have been received on the third business day following mailing or respectively, the date of transmission contained on the facsimile confirmation printout.

VALIDITY

21. The invalidity of any particular provision of this Agreement shall not affect any other provision, but this Agreement shall be construed as if the invalid provision had been omitted.

SUCCESSORS, ASSIGNS

22. This Agreement enures to the benefit of the City and is binding upon the Owner and its successors and assigns. Notwithstanding anything in this Agreement to the contrary, in the event that the City acquires any part of the Land for any municipal purpose, including a road widening, the City shall not be bound by this Agreement as an Owner.

INTERPRETATION

23. This Agreement is to be read with all changes in gender or number as required by the context.
24. Schedules "A", "B" and "C" shall form part of this Agreement.
25. Notwithstanding anything in this Agreement to the contrary, in the event the City acquires any part of the Land for any municipal purpose, including streets, pedestrian walkways or connections and parks, or for the purposes of any of its boards, commissions, authorities, or agencies, the City shall not be bound by this Agreement as an Owner.
26. The Owner acknowledges that the entering into of this Agreement does not in itself constitute the approval of the Plans and Drawings under Section 114 of the *City of Toronto Act*.

IN WITNESS WHEREOF the Owner and the City have executed this document under the hands of their officers duly authorized in that behalf.

Urbancorp (Leslieville) Developments Inc., by Alvarez & Marsal Canada Inc., solely in its capacity as Court Appointed Receiver and Manager and Construction Lien Trustee, and not in its personal or corporate capacity

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the Corporation

CITY OF TORONTO

Lynda Macdonald
Acting Director, Community Planning,
Toronto & East York District

I have authority to bind the Corporation

- 6 -

SCHEDULE "A"**DESCRIPTION OF LAND**

MUNICIPAL ADDRESS:

50 Curzon Street, City of Toronto

LEGAL DESCRIPTION:

P.I.N.: 21051-0408 (LT)

Firstly:

Part Lot 11 Plan 61E, Toronto; Part Lot 11, Con 1 FTB, Designated as Pt 2 Plan 66R-25636;

Secondly: Part Lot 11, Con 1 FTB, Designated as Pt 1 PI 66R-25636;

Thirdly:

Part Lot 11, Con 1 FTB, Commencing at an Iron Bar in the Western Limit of Curzon Street, Distant 595.81 Feet Measured Northerly therealong from the Northern Limit of Queen St East; Thence North 16 Degrees 00 Minutes W Along the said Western Limit of Curzon Street, A Distance Of 65.70 Feet to an Iron Bar; Thence South 74 Degrees 22 Minutes 20 Seconds W, A Distance of 252.43 Feet to an Iron Pipe in the Eastern Limit of Lt 8, according to a Plan filed in the said Registry Office as Number 61E; Thence South 17 Degrees 06 Minutes East Along the Eastern Limits of Lots 8 & 9 according to said Plan 61E, A Distance Of 66.00 Feet to a Spike in a Stump; Thence North 74 Degrees 18 Minutes 20 Seconds East A Distance Of 251.17 Feet to the Point Of Commencement; Subject to an Easement as in AT2958528; Subject to an Easement as in AT3708202; Subject to an Easement as in AT3728135, City of Toronto.

- 7 -

SCHEDULE "B"**APPROVED PLANS AND DRAWINGS**

Title	Plan No.	Prepared By	Rev. No.	Plan Date	Date Stamped
General Notes	A0-01	Kasian Architects	7	April 7, 2015	September 14, 2015
Site Plan	A1-01	Kasian Architects	9	August 7, 2015	September 14, 2015
Exterior Elevations	A4-01	Kasian Architects	8	April 7, 2015	September 14, 2015
Exterior Elevations	A4-02	Kasian Architects	7	April 7, 2015	September 14, 2015
Exterior Elevations	A4-03	Kasian Architects	7	April 7, 2015	September 14, 2015
Exterior Elevations	A4-04	Kasian Architects	7	April 7, 2015	September 14, 2015
Exterior Elevations	A4-05	Kasian Architects	7	April 7, 2015	September 14, 2015
Building Sections	A5-01	Kasian Architects	7	April 7, 2015	September 14, 2015
Building Sections	A5-02	Kasian Architects	7	April 7, 2015	September 14, 2015
Stormwater Tank Section	A5-03	Kasian Architects	4	April 7, 2015	September 14, 2015
Stormwater Tank Section	A5-04	Kasian Architects	4	April 7, 2015	September 14, 2015
Landscape Plan	L-100	Terraplan Landscape Architects	12	April 9, 2015	September 14, 2015
Key Plan	L-200	Terraplan Landscape Architects	12	April 9, 2015	September 14, 2015
Planting Details	L-300	Terraplan Landscape Architects	10	April 9, 2015	September 14, 2015
Hardscape Details	L-301	Terraplan Landscape Architects	10	April 9, 2015	September 14, 2015
Details	L-302	Terraplan Landscape Architects	10	April 9, 2015	September 14, 2015
Tree Protection Plan	TS-1	Terraplan Landscape Architects	10	April 9, 2015	September 14, 2015
Tree Protection Details	TS-2	Terraplan Landscape Architects	10	April 9, 2015	September 14, 2015
Site Servicing and Grading Plan	SS-1	GHD	16	July 7, 2015	September 14, 2015
Cross Sections	SS-2	GHD	11	April 10, 2015	September 14, 2015

SCHEDULE "C"

SITE PLAN CONTROL APPLICATION NO. 11 154637 STE 30 SA 50 CURZON STREET SITE SPECIFIC CONDITIONS

PRE-APPROVAL CONDITIONS

ENGINEERING & CONSTRUCTION SERVICES

1. **Prior to final Site Plan Approval**, the Owner shall provide to the City a draft reference plan (66R# number to be determined after registration) for the public park to be conveyed to the City for parkland purposes, to the satisfaction of the Chief Planner and Executive Director, City Planning, the General Manager of Parks, Forestry and Recreation and the City Solicitor.
2. **Prior to final Site Plan Approval**, the Owner shall submit to the Executive Director of Engineering & Construction Services a certified cheque, made payable to the City of Toronto, in an amount of \$1,566.18, to cover the costs associated with the installation of the on-street signage signs along Curzon Street to advise the motorists of the current parking bylaw ("No Parking 12:01 am to 7:00 am Except by Permit"), as per the accepted On-street Signage Plan, Drawing No. SN-1, dated December 14, 2-122, revised on January 23, 2012, prepared by BA Group;

CITY PLANNING

3. **Prior to final Site Plan Approval**, the Owner shall submit a financial guarantee in the form of an irrevocable Letter of Credit or certified cheque, made payable to the City of Toronto, in the amount of \$40,000.00, to secure the provision of landscape development works as detailed on the approved Landscape Plans, to the satisfaction of the Director.

URBAN FORESTRY

4. **Prior to final Site Plan Approval**, the Owner shall provide tree removal payment, in the amount of \$1,749.00 (by certified cheque made payable to the Treasurer, City of Toronto), to cover the appraised tree value, and set fees of City owned trees to be removed as part of this Project. This tree removal payment shall be submitted to the attention of the Supervisor of Urban Forestry, Tree Protection & Plan Review. Upon receiving the payment and the completed "Agreement for Contractors to Perform Arboricultural Services on City Owned Street Trees Form" Urban Forestry will issue the permit.
5. **Prior to final Site Plan Approval**, where tree planting to replace trees removed is not physically possible on site at a replacement ratio of 3:1, the General Manager of Parks, Forestry & Recreation will accept a cash-in-lieu payment in an amount of \$9,328.00, (by certified cheque made payable to the Treasurer, City of Toronto), which equals to 120 percent of the cost of replanting and maintaining the trees (\$583.00 / tree) for a period of two years. Only **large growing shade tree** species will be counted in the 3:1 replacement ratio as follows:

The required replacement planting due to trees removed via Private tree by-law is twenty-four (24) trees. There are shown only eight (8) trees that meet the replacement requirements (three (3) Basswood trees, three (3) tulip trees and two (2) Red oak trees). Cash-in-lieu payment in an amount of \$9,328.00 is required.

POST-APPROVAL CONDITIONS

ENGINEERING & CONSTRUCTION SERVICES

6. The Owner shall remove and restore all existing accesses, curb cuts, traffic control signs, etc., along the development site frontages that are no longer required and reinstate the curb, gutter and boulevard within the City's right-of-way, in accordance with City standards, to the satisfaction of the Executive Director of Engineering and Construction Services.
7. The Owner shall maintain and operate the loading space signaling system as recommended in the accepted "Truck Signal Warning System", prepared by BA Group, dated July 20, 2015, to the satisfaction of the Executive Director of Engineering & Construction Services and General Manager, Transportation Services.
8. The Owner shall provide and maintain off-street vehicular loading and parking facilities and access/driveways in accordance with the approved plans and drawings to the satisfaction of the Executive Director, Engineering & Construction Services.
9. The Owner shall construct and maintain all facilities necessary to permit the City to collect bulk-lift, uncompacted garbage, recycling and organic material for the 55-unit multi-residential component of this development.
10. The Owner shall provide and maintain a central solid waste collection and waste diversion facility for the multi-residential component of this development on the basement level, as shown on the Drawing No. A2-01 and accepted by the Executive Director, Engineering & Construction Services.
11. The Owner shall construct any Type G loading space and all driveways and passageways providing access thereto to the requirements of the Ontario Building Code, including allowance for City of Toronto bulk lift and rear bin loading with impact factors where they are to be built as supported structures.
12. The Owner shall construct any decorative unit paver surface to be used within any portion of the Type G loading space and in any area used to access/egress the loading space to applicable City standards to withstand truck traffic, and indemnify the City against any damage that may be caused to the decorative unit pavers through the regular use of the area by City refuse collection vehicles.
13. The Owner shall provide and designate an on-site fully trained staff/maintenance person to move the bins from the garbage/recycling/organics storage space to the collection area and also act as a flagman when garbage trucks and other large vehicles with the back-up manoeuvre to/from type G loading space; control traffic in the area.
14. The Owner agrees that the Type G loading space shall not be occupied during the days where City refuse and recyclable collection is scheduled, and in the event that the Type G loading space is occupied, the collection vehicle will leave the site and not return until the next scheduled collection day.
15. The Owner agrees that in the event the on-site staff member is unavailable at the time the City collection vehicles arrival at the site, the collection vehicle will leave the site and not return until the next scheduled collection day.
16. The Owner shall provide certification to the Executive Director, Engineering & Construction Services from the architect who designed the building to confirm that all solid waste management facilities and the horizontal and vertical clearances required for City collection vehicles have been constructed in accordance with the approved site plan drawings.

- 10 -

17. The Owner shall provide certification to the Executive Director, Engineering & Construction Services, from the Professional Engineer who designed and supervised the construction that the driveway, specifically the portions built over the underground garage and/or intake/outtake grills), can safely support a fully loaded vehicle weighing 35,000 kilograms.
18. The Owner shall notify all Owners/tenants, in writing and in their deeds/leases, of arrangements in place with respect to waste collection for the 55 units, the multi-residential component of this development.
19. The Owner shall notify Solid Waste Management upon completion of the development and complete the necessary application and waiver forms prior to the commencement of City solid waste, recycling and organic materials for this development.
20. The Owner shall construct and maintain the stormwater management measures/facilities and site grading as recommended in the accepted Stormwater Management Report entitled "Site Servicing Assessment & Stormwater Management Implementation Report for proposed residential development located at 50 Curzon Street", revised on July 8, 2015 and Site Servicing and Grading plan, Drawing No. SS-1, revision 16, dated July 7, 2015), both prepared by GHD.
21. The Owner shall construct and maintain site servicing as indicated on the accepted Site Servicing and Grading plan, Drawing No. SS-1, revision 16, dated July 7, 2015) and Cross Section (Drawing No.SS-2, revision 11, dated July 7, 2015), both prepared by GHD.
22. The Owner shall provide certification to the Executive Director, Engineering and Construction Services by the Professional Engineer who designed and supervised the construction that the stormwater management facilities and site grading have been constructed in accordance with the accepted Stormwater Management Report and the accepted Grading plans.
23. The Owner shall provide certification to the Executive Director, Engineering and Construction Services by the Professional Engineer who designed and supervised the construction, that the site servicing facilities have been constructed in accordance with the accepted drawings.
24. The Owner agrees to monitor the quantity and quality of discharge from foundation drains resulting from the groundwater by installing a sampling port and flow meter, approved and accessible to the City and to provide the approved flow meter calibration certificate and the test results of the quality of this discharge, together with a certification from a consultant that it complies with Toronto Municipal Code, Chapter 681, Table 1 – Limits for Sanitary and Combined Sewers Discharge, on a yearly basis to the Environmental Monitoring and Protection, Toronto Water. The quantity of water discharging from the foundation drains must not exceed the maximum flow rate of 120 l/min and maximum total daily volume of 5, 160 L/day determined in the September 8, 2015 Sanitary Discharge Agreement between the City of Toronto and Urbancorp (Leslieville) Developments Inc. and any subsequent agreement(s) in relation thereto. Failure to comply with the requirements of the Sanitary Discharge Agreement will result in the revocation of such agreement and foundation drains will have to be disconnected.
25. **Prior to the registration of the Plan of Condominium**, the Owner shall submit for review to the Executive Director of Engineering & Construction Services, a copy of the proposed Declaration of the Condominium which shall contain the appropriate clause(s) advising owners of all of the obligations of the condominium under the Sanitary Discharge Agreement.

PARKS, FORESTRY AND RECREATION

26. **Prior to the release of the condominium for registration**, the Owner shall convey a 700.09 m² portion of land at the northeast corner of the development site for public parkland purposes, in fee simple, (PART 2 and PART 3 as shown on the draft R-plan 66R# provided). The location and configuration of the land will be to the satisfaction of the General Manager of Parks, Forestry and Recreation and the City Solicitor. The land to be conveyed as parkland shall be free and clear of all physical obstructions, title encumbrances and encroachments, above and below grade, including surface and subsurface easements, save and except for utility poles, unless otherwise approved by the General Manager, Parks, Forestry & Recreation.
27. **Prior to the Letter of Credit being released and the parkland being conveyed**, the Owner shall be responsible for the use, maintenance and liability of the parkland, to the satisfaction of the General Manager, Parks, Forestry & Recreation.
28. **Prior to conveying the parkland to the City**, the Owner shall pay for the costs of the parkland dedication and the preparation and registration of all relevant documents. The Owner shall provide, to the satisfaction of the City Solicitor, all legal descriptions and applicable reference plans for the parkland dedication;
29. **Prior to conveying the parkland to the City**, the Owner shall:
- 29.1. submit a Qualified Person Preliminary Statement Letter, that is dated and signed by the Owner's Qualified Person, as defined in O. Reg. 153/04, as amended, describing the lands to be conveyed to the City, and identifying what environmental documentation will be provided to the City's peer reviewer to support this conveyance; all environmental documentation consistent with O. Reg. 153/04 requirements shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be consistent with Ontario Regulation 153/04, as amended, insurance requirements or such greater amount specified by the Executive Director of Engineering & Construction Services;
 - 29.2. pay all costs associated with the City retaining a third-party peer reviewer including all administrative costs to the City, and submit an initial deposit towards the cost of the peer review in the form of a certified cheque, to the Executive Director, Engineering & Construction Services. Submit further deposits when requested to cover all costs of retaining a third-party peer reviewer (unused funds will be refunded to the applicant by the City);
 - 29.3. submit, to the satisfaction of the City's peer reviewer, all Environmental Site Assessment reports prepared in accordance with the Record of Site Condition Regulation (Ontario Regulation 153/04, as amended) describing the current conditions of the land to be conveyed to the City and the proposed Remedial Action Plan based on the site condition standards approach, to the Executive Director, Engineering and Construction Services;
 - 29.4. submit, at the completion of the site assessment/remediation process, a Statement from the Qualified Person based on the submitted environmental documents, to the Executive Director, Engineering & Construction Services for peer review and concurrence, which states:
 - 29.4.1. In the opinion of the Qualified Person:
 - i. It is either likely or unlikely that there is off-site contamination resulting from past land uses on the development site that has migrated onto adjacent City lands that would exceed the applicable Site Condition Standards; and

- 12 -

- ii. To the extent that the opinion in 9.4.1(i) is that past migration is likely, it is either possible or unlikely that such off-site contamination on adjacent City lands poses an adverse effect to the environment or human health.

29.4.2. The land to be conveyed to the City meets either:

- i. the applicable Ministry Generic Site Condition Standards for the most environmentally sensitive adjacent land use; or
- ii. the Property Specific Standards as approved by the Ministry for a Risk Assessment/Risk Management Plan which was conducted in accordance with the conditions set out herein;

29.5. The Qualified Person's statement, referenced in 9.4 above, will include a Reliance Letter that is dated and signed by the Owner's Qualified Person, as defined in O. Reg. 153/04, as amended, confirming that both the City and the City's peer reviewer can rely on the environmental documentation submitted, consistent with O. Reg. 153/04 requirements, and the Qualified Person's opinion as to the conditions of the site; all environmental documentation consistent with O. Reg. 153/04 requirements and opinions shall be submitted with reliance extended to the City and its peer reviewer and any limitation on liability and indemnification is to be consistent with Ontario Regulation 153/04, as amended, insurance requirements or such greater amount specified by the Executive Director of Engineering & Construction Services;

29.6. For conveyance of lands requiring a Record of Site Condition, the Owner shall:

29.6.1. file the Record of Site Condition on the Ontario Environmental Site Registry; and

29.6.2. submit the Ministry's Letter of Acknowledgement of Filing of the RSC confirming that the RSC has been prepared and filed in accordance with O. Reg. 153/04, as amended, to the Executive Director, Engineering & Construction Services.

- 30. **Prior to conveyance of the parkland**, the Owner shall be responsible for the installation and maintenance of temporary fencing around the parkland and its maintenance until such time as the development of the park block is completed.
- 31. **Prior to conveyance of the parkland**, the Owner shall ensure that the grading and drainage for the parkland is compatible with the grades of the adjacent lands, and to the satisfaction of the General Manager, Parks, Forestry & Recreation and the Executive Director of Engineering & Construction Services.
- 32. **Prior to the transfer of fee simple of the Park Blocks to the City**, the Park Blocks shall nonetheless be deemed to be parkland in respect of the limiting distance requirements of the *Ontario Building Code Act, 1992* and any structures constructed on the land abutting the Park Blocks shall be subject to limiting distance requirements established under the Ontario Building Code. The Owner must design the building to achieve Ontario Building Code setbacks related to fire separation on their own site. Prior to the issuance of any above grade building permits, the Owner shall provide information to the appropriate staff in Parks, Forestry & Recreation. If the City agrees to enter into a Limiting Distance Agreement, the City will require compensation for the affected area.

33. **Prior to the release of the condominium for registration**, the Owner shall submit working drawings, specifications and landscape plans showing the scope and detail of the work for the Base Park Improvements for review and approval by the General Manager of Parks, Forestry & Recreation.
34. The Owner agrees that the stockpiling of any soils or materials or use as an interim construction staging area on the conveyed parkland is prohibited unless a Park Occupation Permit (POP) has been obtained from the Manager of Business Services – Ryan Glenn, 416-392-8578. The POP, if approved, will outline in detail the insurance requirements, extent of area permitted, permitted use, tree removal and replacement, duration, restoration plan and costs, and compensation to the satisfaction of the General Manager, Parks Forestry & Recreation. The POP must be secured prior to the issuance of any shoring and excavation permits. The owner will indemnify the City against any claim during any interim use of or work carried out by the applicant on the park. Any compensation accrued shall be applied to park improvements within the Ward in consultation with the Ward Councillor.
35. The Owner, at their expense, will be responsible for base construction and installation of the parkland. The Base Park Improvements include the following:
 - i. demolition, removal and disposal of all existing materials, buildings and foundations;
 - ii. grading inclusive of topsoil supply and placement, minimum of 150 mm;
 - iii. sod #1 nursery grade or equivalent value of other approved park development;
 - iv. fencing to City standard (where deemed necessary);
 - v. all necessary drainage systems including connections to municipal services;
 - vi. electrical and water connections (minimum 50 mm) directly to the street line, including back flow preventors, shut off valves, water and hydro chambers;
 - vii. street trees along all public road allowances, which abut future City owned parkland; and
 - viii. standard park sign (separate certified cheque required);
36. The Owner agrees that all work is to be completed to the satisfaction of the General Manager, Parks, Forestry & Recreation. No credit shall be given towards the Parks and Recreation component of the Development Charges for costs associated with Base Park Improvements.
37. The Owner agrees that the Base Park construction shall be completed **prior to the release of the condominium for registration**. Unforeseen delays (e.g. weather) resulting in the late delivery of the park shall be taken into consideration and at the discretion of the General Manager, Parks, Forestry & Recreation when determining a revised delivery date for the park.
38. The Owner, upon satisfactory completion of the construction and installation of the Park Improvements shall be required to guarantee such work and associated materials for a period of not less than 2 years. The Owner shall provide certification from their Landscape Architect certifying that all work has been completed in accordance with the approved drawings.
39. The Owner, upon satisfactory completion of the construction and installation of the Base Park Improvements will be required to guarantee such work and associated materials. The Owner will provide certification from their Landscape Architect certifying all work has been completed. At that time, the submitted letters of credit for park related development will be released, less 20% which shall be retained for a two-year period as a performance guarantee.

- 14 -

40. The Owner agrees that as-built drawings in print/hardcopy and electronic format shall be submitted to Parks, Forestry & Recreation. A complete set of "as built" plans shall be provided electronically on CD in the latest version of AutoCAD, two (2) sets full size bond hard copy and one (1) set 11x17 format to the General Manager, Parks, Forestry & Recreation. The plans shall include, but not be limited to specifications, locations of all hidden services, and all deviations from the design drawings, shop drawings, inspection reports, minutes of meeting, site instructions, change orders, invoices, certificates, progress images, warranties, close out documentation, compliance letters (for any play structures and safety surfaces), manuals etc. The files are to be organized in folders, including a file index and submitted. Written warranties and related documents such as lists of contractor, sub-contractors together with contact persons, telephone numbers, warranty expiry dates and operating manuals.
41. The Owner agrees that spare or replacement parts, special tools, etc. as provided by manufacturers, if any, are to be provided to the Parks, Forestry & Recreation.
42. The Owner agrees that after the two year warranty on the park materials and workmanship, the Owner must ensure through written documentation that:
 - i. there are no outstanding claims against the remaining park security;
 - ii. no liens have been registered against the parkland;
 - iii. written confirmation has been provided to the City that it has not received notice of any claim for lien affecting the parkland;
 - iv. all deficiencies have been rectified; and
 - v. a certificate from the parkland Landscape Architect providing evidence that all lien periods under the Construction Lien Act affecting the parkland have expired.

URBAN FORESTRY

43. The Owner shall have a qualified company implement the approved Landscape Plan and all approved tree preservation and maintenance strategies to the satisfaction of Urban Forestry. As well, prior to construction or grading activities, where necessary to ensure the health and vigour of trees to be preserved, tree maintenance measures must be undertaken by a certified arborist or other qualified expert and according to currently accepted sound arboricultural practices.
44. The Owner agrees that tree planting must be completed according to the approved Landscape Plan and to the satisfaction of Urban Forestry within a reasonable time frame. Any proposed revisions to the planting plan shall first be approved by Urban Forestry.
45. The Owner agrees that the site shall be developed and maintained in accordance with the approved plans and conditions of approval associated with the Site Plan, Grading Plan, Site Servicing Plan, Landscape Plan, Building Permit and Tree Permit(s)/Approvals. Any proposed revisions/alterations to the approved plans or permits that affect trees shall be approved by Urban Forestry, on behalf of the General Manager of Parks, Forestry & Recreation.
46. The Owner agrees that trees proposed for planting on the City road allowance and private property shall be planted in accordance with Planting Detail No. 101 for Balled and Burlapped Trees in Turf Areas, dated June 2002. Please note that the applicant must conduct an investigation of underground utilities prior to

- 15 -

proposing tree planting within the City road allowance. If planting is not possible due to a utility conflict, a utility locate information sheet from the respective utility company should be provided to the City. All underground utilities and services shall be in a common trench.

47. The Owner agrees that Urban Forestry requires that the site be de-compacted as preparation for planting by excavating 100cm of the existing soil, scarify and replacing with top soil, prior to tree planting. A sandy loam soil comprising 50-60 % sand, 20-40 % silt, 6-10 % clay and 2-5 % organic with a pH of 7.5 or less is preferred.
48. The Owner agrees that all trees (on City road allowance and private property) must be planted as per the plans, approved by Urban Forestry and must arrive on site in Balled and Burlapped condition, with a minimum caliper of 70 mm. Each tree shall have the burlap and wire cage opened and soil scraped away until the first proper root is found indicating the top of the real root ball, the tree is then to be planted with this level to be considered the top of root-ball for all other instructions. Any tree found planted with the first proper root more than 2.5cm below planting level will be rejected and require replacement or replanting at the City's discretion.
49. The Owner shall provide a two-year renewable guarantee for all new tree plantings within the City road allowance and shall notify the Supervisor of Urban Forestry, Tree Protection & Plan Review in writing, of the planting date prior to planting. This date is used to establish the anniversary date of the required two-year renewable guarantee.
50. The Owner shall maintain all new tree plantings within the City road allowance in good condition. Trees will be inspected during and prior to the end of the renewable guarantee period. If the trees are in good condition at the end of the renewable guarantee period, the City will assume maintenance and ownership of the trees.
51. The Owner shall be responsible for the maintenance or replacement of all new tree plantings within the City road allowance if during or at the end of the renewable guarantee period the trees are not in good condition, require maintenance, or require replacement. The owner will be responsible for rectifying the problem as determined by and to the satisfaction of the General Manager of Parks, Forestry & Recreation.
52. The Owner shall maintain all newly replanted trees within the City road allowance in good condition and shall provide an additional two-year renewable guarantee.

APPENDIX “B”

Court File No. CV-~~15~~16-11409-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.)	THURSDAY, THE 26 th
)	
JUSTICE MYERS)	DAY OF OCTOBER, 2017

B E T W E E N:

CANADIAN IMPERIAL BANK OF COMMERCE

Applicant

- and -

**URBANCORP (LESLIEVILLE) DEVELOPMENTS INC.,
URBANCORP (RIVERDALE) DEVELOPMENTS INC., &
URBANCORP (THE BEACH) DEVELOPMENTS INC.**

Respondents

APPLICATION UNDER section 243 of the *Bankruptcy and Insolvency Act*,
R.S.C. 1985, c. B-3, as amended, section 68 of the *Construction Lien Act*, R.S.O. 1990,
c. C.30, and under section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43

**APPROVAL AND VESTING ORDER
(Re: Site Plan Agreement & Leslieville Parkland Dedication)**

THIS MOTION made by Alvarez & Marsal Canada Inc., in its capacity as receiver and manager (in such capacity, the “**Receiver**”), pursuant to section 243 of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (“**BIA**”), and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c.C.43, as amended, and in its capacity as construction lien trustee (in such capacity, the “**Construction Lien Trustee**”), pursuant to section 68 of the *Construction*

Lien Act, R.S.O. 1990, c. C.30, as amended (“**CLA**”) (the Receiver, together with the Construction Lien Trustee, the “**Construction Receiver**”), of all of the assets, undertakings, and property acquired for, or used in relation to the business, including all proceeds thereof (the “**Property**”) of Urbancorp (Leslieville) Developments Inc. (“**UC Leslieville**”), Urbancorp (Riverdale) Developments Inc. (“**UC Riverdale**”), and Urbancorp (The Beach) Developments Inc. (“**UC Beach**”, together with UC Riverdale and UC Leslieville, the “**Debtors**”), for an order: (i) approving the site plan agreement between UC Leslieville and the City of Toronto (the “**City**”), ~~substantially~~ in the form attached as Appendix “A” to the [Supplementary Report to the Fifth Report](#) of the Construction Receiver dated October ~~19,24~~, 2017 (the “**Fifth Supplementary Report**”) (the “**Site Plan Agreement**”), (ii) authorizing the Construction Receiver to execute and deliver to the City the Site Plan Agreement in the name of and for and on behalf of UC Leslieville, and (iii) vesting in the City all of UC Leslieville’s right, title and interest in and to the real property identified in **Schedule “A”** hereto (the “**Leslieville Parkland**”) in accordance with the Site Plan Agreement, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Fifth Report [of the Construction Receiver dated October 19, 2017, the Supplementary Report](#), and on hearing submissions from counsel to the Construction Receiver and counsel on the counsel slip, attached, no one else appearing for any other person on the service list, although properly served as appears from the affidavit of service of ~~•~~ [Monpreet Bamrah](#) sworn ~~•~~ [October 20](#), 2017, filed.

SERVICE

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

SITE PLAN AGREEMENT

2. **THIS COURT ORDERS AND DECLARES** that the execution by the Construction Receiver of the Site Plan Agreement in the name of and for and on behalf of UC Leslieville, and not in its personal or corporate capacity, and delivery to the City is hereby authorized and approved, with such minor amendments as the Construction Receiver and the City may deem

necessary or desirable. UC Leslieville is hereby authorized to observe and perform the conditions and covenants contained therein, and the Construction Receiver may take such additional steps and execute such additional documents as may be necessary or desirable to satisfy the conditions contained therein, all without any liability on the part of the Construction Receiver or its directors, officers, agents and employees.

CONVEYANCE OF LESLIEVILLE PARKLAND

3. **THIS COURT ORDERS** that, following the execution and delivery of the Site Plan Agreement by the City and the Construction Receiver and the City advising the Construction Receiver in writing that all conditions have been satisfied to convey the Leslieville Parkland, the Construction Receiver is hereby authorized and directed to execute and deliver a transfer/deed duly executed (or deemed to be executed through electronic signature) by the Construction Receiver in the name of and for and on behalf of UC Leslieville in the form prescribed by the *Land Registration Reform Act* with respect to the Leslieville Parkland to and in favour of the City for nil consideration (the “**Transfer/Deed**”).

4. **THIS COURT ORDERS AND DECLARES** that, upon the registration in the Land Titles Division of the Toronto Land Registry Office (No. 66) of the Transfer/Deed, all of UC Leslieville’s right, title and interest in and to the Leslieville Parkland shall vest absolutely in the City, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Orders of the Honourable Mr. Justice Newbould dated May 31, 2016 and May 2, 2017 (as such orders may be amended, supplemented or restated from time to time, the “**Appointment Order**” and “**Leslieville Settlement Approval Order**”, respectively); (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule “B”** 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 “C”** hereto, the “**Permitted Encumbrances**”) and, for

greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Leslieville Parkland are hereby expunged and discharged as against the Leslieville Parkland.

5. **THIS COURT ORDERS** that upon the registration in the Land Titles Division of the Toronto Land Registry Office (No. 66) of the Transfer/Deed, the Land Registrar is hereby directed to enter the City as the owner of the Leslieville Parkland identified in **Schedule “A”** hereto in fee simple, and is hereby directed to delete and expunge from title to the Leslieville Parkland all of the Claims listed in **Schedule “B”** hereto, including such further Claims as may have arisen and/or been registered against title to the Leslieville Parkland as more particularly set out by way of solicitor’s statement or affidavit annexed to such Transfer/Deed (as contemplated by **Schedule “B”**).

GENERAL

6. **THIS COURT ORDERS** that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any application(s) for a bankruptcy order now or hereafter issued pursuant to the BIA in respect of a Debtor and any bankruptcy order issued pursuant to any such application(s);
- (c) any application(s) for an order now or hereafter issued pursuant to the *Companies’ Creditors Arrangement Act* (Canada) in respect of a Debtor and any order issued pursuant to any such application(s); and
- (d) the assignment in bankruptcy made in respect of the Debtors on May 31, 2017 as authorized by the Order of the Honourable Mr. Justice Newbould dated May 2, 2017;

the vesting of the Leslieville Parkland in the City pursuant to this Order shall be binding on the trustee in bankruptcy or monitor appointed in respect of the Debtors and shall not be void or voidable by creditors of the Debtors, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Construction 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 Construction Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Construction Receiver and its agents in carrying out the terms of this Order.

SCHEDULE “A”**Part of PIN 21051-0408 (LT)**

Part of Lot 11, Concession 1 FTB (Geographic Township of York) designated as Parts 2 and 3 on Plan 66R-29585, City of Toronto

SCHEDULE "B"**CLAIMS TO BE DELETED AND EXPUNGED FROM TITLE TO REAL PROPERTY**

1. Instrument No. AT2720786, registered June 15, 2011, being a charge in favour of Travelers Guarantee Company of Canada;
2. Instrument No. AT2958528, registered March 2, 2012, being a transfer of easement in favour of Rogers Communications Inc.;
3. Instrument No. AT3081811, registered July 24, 2012, being a charge in favour of Canadian Imperial Bank of Commerce;
4. Instrument No. AT3082309, registered July 24, 2012, being a postponement of Travelers Insurance Company of Canada charge No. AT2720786 in favour of Canadian Imperial Bank of Commerce charge No. AT3081811;
5. Instrument No. AT3102606, registered August 16, 2012, being a notice with respect to Travelers Insurance Company of Canada charge No. AT2720786;
6. Instrument No. AT3708202, registered October 7, 2014, being a transfer of easement in favour of Bell Canada;
7. Instrument No. AT3728135, registered October 30, 2014, being a transfer of easement in favour of Enbridge Gas Distribution Inc.;
8. Instrument No. AT3954372, registered July 22, 2015, being a charge in favour of Terra Firma Capital Corporation;
9. Instrument No. AT3954373, registered July 22, 2015, being a notice of general assignment of rents in favour of Terra Firma Capital Corporation;
10. Instrument No. AT4011571, registered September 17, 2015, being a construction lien in favour of Alpa Stairs and Railings Inc.
11. Instrument No. AT4039964, registered October 19, 2015, being a certificate of action in favour of Alpa Stairs and Railings Inc.
12. Instrument No. AT4057394, registered November 3, 2015, being a construction lien registered in favour of EXP Services Inc.;
13. Instrument No. AT4072949, registered November 20, 2015, being a construction lien in favour of Roni Excavating Limited;
14. Instrument No. AT4072991, registered November 20, 2015, being a construction lien in favour of Orin Contractors Corp.;
15. Instrument No. AT4073814, registered November 23, 2015, being a construction lien in favour of Sterling Carpet & Tile;

16. Instrument No. AT4106412, registered December 30, 2015, being a certificate of action in favour of Roni Excavating Limited;
17. Instrument No. AT4106476, registered December 30, 2015, being a certificate of action in favour of Orin Contractors Corp.;
18. Instrument No. AT4129370, registered January 26, 2016, being a certificate of action in favour EXP Services Inc.
19. Instrument No. AT4140578, registered February 8, 2016, being a certificate of action in favour of Sterling Tile & Carpet;
20. Instrument No. AT4153410, registered February 25, 2016, being a construction lien in favour of Silvio Construction Co. Ltd.;
21. Instrument No. AT4163132, registered March 8, 2016, being a Notice of Security Interest in favour of Genesis Home Services Inc.
22. Instrument No. AT4165123, registered March 10, 2016, being a construction lien in favour of NG Marin Inc.;
23. Instrument No. AT4165218, registered March 11, 2016, being a construction lien in favour of Commercial Two Construction Inc.;
24. Instrument No. AT4165591, registered March 11, 2016, being a construction lien in favour of MDF Mechanical Limited;
25. Instrument No. AT4166872, registered March 14, 2016, being a construction lien in favour of Uptown Hardware Limited;
26. Instrument No. AT4181331, registered March 31, 2016, being a certificate of action in favour of Silvio Construction Co. Ltd.;
27. Instrument No. AT4194677, registered April 15, 2016, being a construction lien in favour of 207875 Ontario Limited;
28. Instrument No. AT4194686, registered April 15, 2016, being a construction lien in favour of Emergency Propane Services Inc.
29. Instrument No. AT4198081, registered April 20, 2016, being a construction lien in favour of Lido Construction Inc.
30. Instrument No. AT4200385, registered April 22, 2016, being a certificate of action in favour of Uptown Hardware Limited;
31. Instrument No. AT4200654, registered April 25, 2016, being a certificate of action in favour of MDF Mechanical Limited;
32. Instrument No. AT4211208, registered May 4, 2016, being a certificate of action in favour of NG Marin Inc.;

33. Instrument No. AT4215263, registered May 10, 2016, being a certificate of action in favour of Commercial Two Construction Inc.;
34. Instrument No. AT4229855, registered May 30, 2016, being a certificate of action in favour of 207875 Ontario Limited;
35. Instrument No. AT4229857, registered May 30, 2016, being a certificate of action in favour of Emergency Propane Services Inc.;
36. Instrument No. AT4243741, registered June 10, 2016, being an application to register a court order of the Ontario Superior Court of Justice Commercial List appointing Alvarez & Marsal Canada Inc. as appointing receiver and construction lien trustee;
37. Instrument No. AT4244696, registered June 10, 2016, being a certificate of action in favour of Lido Construction Inc.; and
38. Together with such further Claims as may arise and/or be registered against title to the Leslieville Parkland up to and including the time of the delivery of the Transfer/Deed (as set out in more detail by way of solicitor's statement or affidavit annexed to the Transfer/Deed).

SCHEDULE “C”

**PERMITTED ENCUMBRANCES, EASEMENTS AND RESTRICTIVE COVENANTS
RELATED TO THE REAL PROPERTY**

(unaffected by the Vesting Order)

NIL.

CANADIAN IMPERIAL BANK OF COMMERCE
Applicant

v.

URBANCORP (LESLIEVILLE) DEVELOPMENTS INC. et al.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

APPROVAL AND VESTING ORDER
(Re: Site Plan Agreement & Leslieville
Parkland Dedication)

BLAKE, CASSELS & GRAYDON LLP
199 Bay Street
Suite 4000, Commerce Court West
Toronto, Ontario M5L 1A9

Pamela L.J. Huff - LSUC#: 27344V
Tel: 416-863-2958
Fax: 416-863-2653
Email: pamela.huff@blakes.com

Kelly Peters – LSUC#: 59914W
Tel: 416-863-4271
Email: kelly.peters@blakes.com

Independent Counsel for Alvarez & Marsal Canada Inc., in its capacity as both Receiver and Manager, and Construction Lien Trustee of the assets, undertakings and property of Urbancorp (Leslieville) Developments Inc., Urbancorp (Riverdale) Developments Inc., and Urbancorp (The Beach) Developments Inc.

CANADIAN IMPERIAL BANK OF COMMERCE
Applicant

v. **URBANCORP (LESLIEVILLE) DEVELOPMENTS INC. et al.**

Respondents

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

**SUPPLEMENTARY MOTION RECORD
(Re: Approval of Site Plan Agreement and
Lesliville Parkland Dedication, and Repayment
of Borrowings & Ancillary Relief)
Returnable October 26, 2017**

BLAKE, CASSELS & GRAYDON LLP
199 Bay Street
Suite 4000, Commerce Court West
Toronto, Ontario M5L 1A9

Pamela L.J. Huff - LSUC#: 27344V
Tel: 416-863-2958
Fax: 416-863-2653
Email: pamela.huff@blakes.com

Kelly Peters – LSUC#: 59914W
Tel: 416-863-4271
Fax: 416-863-2653
Email: kelly.peters@blakes.com

Independent Counsel for Alvarez & Marsal Canada Inc.,
in its capacity as both Receiver and Manager, and
Construction Lien Trustee of the assets, undertakings
and property of Urbancorp (Leslieville) Developments
Inc., Urbancorp (Riverdale) Developments Inc., and
Urbancorp (The Beach) Developments Inc.