

Court File No. CV-25-00740512-00CL

ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

THE HONOURABLE)	MONDAY, THE 17 TH
)	
JUSTICE OSBORNE)	DAY OF NOVEMBER, 2025

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ONE BLOOR WEST TORONTO GROUP (THE ONE) INC. AND ONE BLOOR WEST TORONTO COMMERCIAL (THE ONE) GP INC.

ORDER

(CSA Plan, Deposit Return Protocol and CSA Plan Reconfiguration)

THIS MOTION, made by One Bloor West Toronto Group (The One) Inc. and One Bloor West Toronto Commercial (The One) GP Inc. (together with One Bloor West Toronto Commercial (The One) LP, the "Companies"), by Alvarez & Marsal Canada Inc., in its capacity as Courtappointed Monitor of the Companies (in such capacity, the "Monitor"), for an order (this "Order"), among other things, approving the CSA Plan, the Deposit Return Protocol and the CSA Plan Reconfiguration (each as defined herein), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion dated November 3, 2025, and the Second Report of the Monitor dated November 3, 2025 (the "**Second Report**"), and on hearing the submissions of counsel for the Monitor, counsel for the DIP Lender and the Senior Secured Lenders, counsel for Aviva Insurance Company of Canada ("**Aviva**"), counsel for Tarion Warranty Corporation

("**Tarion**"), and counsel for the other parties appearing as noted on the counsel slip, no one else appearing for any party although duly served.

SERVICE

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

CAPITALIZED TERMS

2. **THIS COURT ORDERS** that, unless otherwise indicated or defined herein, capitalized terms used herein shall have the meaning given to them in the Initial Order of this Court dated April 22, 2025 (the "**Initial Order**"), or the Second Report, as the case may be.

APPROVAL OF CSA PLAN

3. **THIS COURT ORDERS** that the plan with respect to the treatment of existing condominium sale agreements in the Project, attached hereto as Schedule "A" (including all schedules appended thereto, the "CSA Plan"), is hereby approved, and the Companies, through the CRO, and the Monitor are hereby authorized and directed to implement the CSA Plan and to take such additional steps and execute such additional documents as may be necessary or desirable for the implementation of the CSA Plan.

APPROVAL OF DEPOSIT RETURN PROTOCOL

4. **THIS COURT ORDERS** that the deposit return protocol attached hereto as Schedule "B" (including all schedules appended thereto, the "**Deposit Return Protocol**") is hereby approved,

and the Companies, through the CRO, and the Monitor are hereby authorized and directed to implement the Deposit Return Protocol, in conjunction with Aviva, Tarion and the Escrow Agent (as defined in the Deposit Return Protocol), and to take such additional steps and execute such additional documents as may be necessary or desirable for the implementation of the Deposit Return Protocol.

PIPEDA

5. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 and any similar legislation in any other applicable jurisdictions, the Companies, through the CRO, and the Monitor and their respective advisors are hereby authorized and permitted to disclose and transfer to Aviva, Tarion, the Escrow Agent, each of their respective agents and advisors, and any other Person as reasonably necessary to implement the Deposit Return Protocol, personal information of identifiable individuals, but only to the extent required to facilitate the implementation of the Deposit Return Protocol. Aviva, Tarion, the Escrow Agent, each of their respective agents and advisors, and any other applicable Person shall maintain and protect the privacy of such information and limit the use of such information to the implementation of the Deposit Return Protocol.

NO LIABILITY OF CRO AND MONITOR

6. **THIS COURT ORDERS** that the CRO, the Monitor and their respective affiliates, partners, directors, officers, employees, legal advisors, representatives, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities of any nature or kind to any Person in connection with, arising from or as a result of the CSA Plan

(including, without limitation, the disclaimer of any Disclaimed CSAs) or the Deposit Return Protocol (including, without limitation, the issuance of the Monitor's Certificate as contemplated therein), save and except for any losses, claims, damages or liabilities that arise or result from the gross negligence or wilful misconduct of the CRO or the Monitor, as applicable, in implementing the CSA Plan or the Deposit Return Protocol, as determined by this Court in a final order that is not subject to appeal or other review.

7. **THIS COURT ORDERS** that, in implementing the CSA Plan and the Deposit Return Protocol on behalf of the Companies, the CRO and the Monitor shall have all of the benefits and protections granted to each of them under the CCAA, the Initial Order and any other Order of this Court in the within proceedings.

CSA PLAN RECONFIGURATION

8. **THIS COURT ORDERS** that the CSA Plan Reconfiguration (as defined and described in the Second Report), be and is hereby approved. The Companies, through the CRO, Tridel, and the Monitor are hereby authorized to take such steps or other actions and execute, issue and endorse such agreements or other documents of whatever nature as may be necessary or desirable to effect the CSA Plan Reconfiguration, including, without limitation, to use the Property and/or borrowings under the DIP Credit Agreement in accordance with the terms thereof to fund amounts on behalf of the Companies as may be required in connection with the CSA Plan Reconfiguration, including the implementation thereof.

APPROVAL OF THE MONITOR'S REPORTS AND ACTIVITIES

9. **THIS COURT ORDERS** that the First Report of the Monitor dated July 30, 2025, and the Second Report are hereby approved, and the actions, conduct and activities of the Monitor as described therein are hereby ratified and approved; provided, however, that only the Monitor, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way such approval.

SEALING

10. **THIS COURT ORDERS** that the Confidential Appendices to the Second Report shall be sealed and kept confidential pending further order of this Court.

GENERAL

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

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

Digitally signed by Osborne J. Date: 2025.11.17 16:35:22 -05'00'

SCHEDULE "A" CSA PLAN

See attached.

One Bloor West CSA Plan

- 1. The Companies, through the CRO and with the assistance of Tridel and the Monitor, have developed the within plan (the "CSA Plan") for the treatment of existing condominium sale agreements (each, a "CSA") for condominium units (each, a "Unit") in the development project located at 1 Bloor Street West, Toronto, Ontario (the "Project"). Subject to Court approval of the CSA Plan, the Companies, through the CRO, and the Monitor shall implement the CSA Plan as outlined herein.
- 2. Capitalized terms used herein and not otherwise defined have the meanings given to them in Schedule "A" hereto or the Deposit Return Protocol, as applicable.

Disclaimed CSAs

- 3. The CSAs set forth in Schedule "B" hereto (collectively, the "**Disclaimed CSAs**"), in respect of which disclaimer notices were approved by the Monitor and issued by the Companies on October 24, 2025, will be disclaimed by the Companies in accordance with Section 32 of the CCAA, with such disclaimers to be effective on November 23, 2025.
- 4. The return of all Deposits paid by Unit purchasers (each, a "**Purchaser**") to the Escrow Agent, in trust, in connection with their respective Disclaimed CSAs shall be governed by the Deposit Return Protocol.

Early Purchase Opportunity

- 5. Each Purchaser party to a Disclaimed CSA, as well as any Purchaser whose CSA was disclaimed prior to the date of this CSA Plan, shall be offered an exclusive Early Purchase Opportunity (as defined and described herein).
- 6. An "Early Purchase Opportunity" means an exclusive opportunity for the relevant Purchaser to enter into a New CSA with the Vendor for the purchase of any available Unit. The Early Purchase Opportunity will provide the Purchaser with the opportunity to purchase a new Unit at the prevailing List Price at that time. The Early Purchase Opportunity will be available to the Purchaser for a forty-five (45) day period prior to the Launch Date, following which the Early Purchase Opportunity shall automatically lapse and be of no further force or effect. For the avoidance of doubt, the Early Purchase Opportunity is not, and shall not be deemed to be, a right of first refusal in respect of a Unit, and does not create a legal, equitable or other interest in any Unit on behalf of the Purchaser.

Potentially Retained CSAs

- 7. Subject to Section 8 hereof, the CSAs set forth in Schedule "C" hereto (collectively, the "Potentially Retained CSAs") will not be disclaimed by the Companies at this time.
- 8. With respect to each Potentially Retained CSA:
 - (a) the Vendor will attempt to contact the Purchaser to determine if such Purchaser is ready, willing and able to complete the purchase of the Unit purchased under their Potentially Retained CSA, or a substantially similar Unit, as applicable, in each case on, and subject to the satisfaction of, the Amended CSA Terms (as defined and described herein); and
 - (b) if the Vendor, following consultation with the Monitor, determines, in its sole discretion, that the Purchaser is not ready, willing and able to complete the purchase of the Unit purchased under their Potentially Retained CSA, or a substantially similar Unit, as applicable, in each case on the Amended CSA Terms, the Vendor, with the approval of the Monitor, shall be authorized (but not required) to disclaim the Potentially Retained CSA pursuant to Section 32 of the CCAA and such Potentially Retained CSA shall, upon its disclaimer in accordance with the CCAA, become a Disclaimed CSA for all purposes under this CSA Plan. The foregoing is without prejudice to the Vendor's rights to seek to enforce a Potentially Retained CSA, seek damages in respect of a Potentially Retained CSA and/or terminate a Potentially Retained CSA as a result of a breach by the Purchaser.

9. The "Amended CSA Terms" are:

- (a) the Purchaser shall enter into a New CSA for the Unit purchased under their Potentially Retained CSA (to the extent available), or a substantially similar Unit, as applicable; provided that the purchase price for the Unit shall be the same as the purchase price for the Unit under the Purchaser's Potentially Retained CSA, or such other amount as may be agreed to between the Vendor, following consultation with the Monitor and the DIP Lender, and the Purchaser;
- (b) to the extent the Unit purchased by the Purchaser under its Potentially Retained CSA will not be available under the CSA Plan Reconfiguration, the Purchaser has agreed to accept a substantially similar Unit; and
- (c) Aviva shall have agreed to make a payment to the Project in respect of the Purchaser's Potentially Retained CSA in an amount and on other terms and conditions acceptable to the Vendor, in consultation with the Monitor and the DIP Lender, in its sole and absolute discretion.

SCHEDULE "A" CERTAIN DEFINED TERMS

- "CSA Plan Reconfiguration" means the reconfiguration of the floor plates in the residential component of the Project described in Section 7 of the Second Report of the Monitor dated November 3, 2025, and approved by the Court pursuant to the Order (CSA Plan, Deposit Return Protocol and CSA Plan Reconfiguration) of the Court dated November 17, 2025.
- "Deposit Return Protocol" means the deposit return protocol approved by the Court pursuant to the Order (CSA Plan, Deposit Return Protocol and CSA Plan Reconfiguration) of the Court dated November 17, 2025.
- "DIP Lender" means KEB Hana Bank as trustee of IGIS Global Private Placement Real Estate Fund No. 530, in its capacity as lender under the Debtor-in-Possession Credit Agreement made as of April 3, 2025, among the Companies, IGIS Asset Management Co., Ltd., and KEB Hana Bank as trustee of IGIS Global Private Placement Real Estate Fund No. 530.
- "Launch Date" means the first date that some or all of the Units in the Project are re-listed to the public for sale by the Vendor.
- "List Price" means the purchase price designated for a Unit by the Vendor on or about the Launch Date, which price shall be inclusive of applicable sales taxes and exclusive of the cost of any upgrades.
- "New CSA" means the form of condominium sale agreement to be utilized by the Vendor for the sale of Units following the Launch Date, in form and substance acceptable to the Vendor in its sole and absolute discretion.
- "Tridel" means, collectively, Tridel Builders Inc. and certain of its affiliates, in their respective capacities as the project manager, construction manager and sales manager of the Project.

SCHEDULE "B" DISCLAIMED CSAs

See attached.

#	Unit Number	Date of Condominium Sales Agreement
1	1901	October 21, 2017
2	1903	October 24, 2017
3	1904	April 28, 2018
4	1905	October 22, 2017
5	1906	October 23, 2017
6	1907	October 23, 2017
7	1908	October 24, 2017
8	1909	October 31, 2017
9	1910	October 23, 2017
10	2001	October 30, 2017
11	2002	October 24, 2017
12	2003	November 21, 2017
13	2004	October 21, 2017
14	2005	November 3, 2017
15	2006	January 3, 2018
16	2007	December 25, 2017
17	2008	December 15, 2017
18	2009	December 25, 2017
19	2010	October 29, 2017
20	2101	October 30, 2017
21	2102	May 7, 2018
22	2103	October 28, 2017
23	2104	April 8, 2018
24	2105	October 22, 2017
25	2106	October 26, 2017
26	2107	October 22, 2017
27	2108	October 26, 2017
28	2109	October 24, 2017
29	2110	October 21, 2017
30	2201	November 21, 2017
31	2202	May 25, 2017
32	2203	November 1, 2018
33	2204	October 23, 2017
34	2205	March 21, 2018
35	2206	November 1, 2017
36	2207	October 22, 2017
37	2208	October 26, 2017
38	2209	October 26, 2017
39	2210	October 22, 2017
40	2301	October 25, 2017

#	Unit Number	Date of Condominium Sales Agreement
41	2302	October 22, 2017
42	2303	October 23, 2017
43	2304	March 29, 2018
44	2305	October 21, 2017
45	2306	October 28, 2017
46	2307	October 21, 2017
47	2308	December 1, 2017
48	2309	January 27, 2018
49	2310	October 25, 2017
50	2401	October 30, 2017
51	2402	November 6, 2017
52	2403	October 26, 2017
53	2404	March 4, 2018
54	2405	October 26, 2017
55	2406	October 26, 2017
56	2407	October 21, 2017
57	2408	May 15, 2019
58	2409	August 22, 2019
59	2410	October 23, 2017
60	2501	October 21, 2017
61	2502	June 2, 2018
62	2503	December 19, 2017
63	2504	October 26, 2017
64	2505	October 21, 2017
65	2506	November 3, 2017
66	2507	October 21, 2017
67	2508	October 21, 2017
68	2509	October 22, 2017
69	2510	October 21, 2017
70	2601	November 9, 2017
71	2602	June 9, 2018
72	2603	October 22, 2017
73	2604	October 22, 2017
74	2605	October 22, 2017
75	2606	January 7, 2018
76	2607	November 9, 2017
77	2608	October 21, 2017
78	2609	October 24, 2017
79	2610	October 24, 2017
80	2701	October 27, 2017

#	Unit Number	Date of Condominium Sales Agreement
81	2702	October 21, 2017
82	2703	July 5, 2018
83	2704	November 8, 2017
84	2705	October 26, 2017
85	2706	October 21, 2017
86	2707	October 21, 2017
87	2708	December 10, 2017
88	2709	October 23, 2017
89	2710	October 22, 2017
90	2801	October 22, 2017
91	2802	October 23, 2017
92	2803	November 7, 2017
93	2804	October 23, 2017
94	2805	October 21, 2017
95	2806	October 22, 2017
96	2807	October 21, 2017
97	2808	October 26, 2017
98	2809	October 23, 2017
99	2810	October 22, 2017
100	2901	October 21, 2017
101	2902	October 21, 2017
102	2903	November 6, 2017
103	2904	March 2, 2018
104	2905	October 21, 2017
105	2906	January 11, 2018
106	2907	October 21, 2017
107	2908	October 21, 2017
108	2909	October 23, 2025
109	2910	October 21, 2017
110	3001	October 23, 2017
111	3002	October 22, 2017
112	3003	October 30, 2017
113	3004	October 25, 2017
114	3005	October 23, 2017
115	3006	October 23, 2017
116	3007	October 23, 2017
117	3008	October 22, 2017
118	3009	October 27, 2017
119	3010	November 25, 2017
120	3101	October 22, 2017

#	Unit Number	Date of Condominium Sales Agreement
121	3102	May 16, 2018
122	3103	October 22, 2017
123	3104	October 24, 2017
124	3105	October 24, 2017
125	3106	November 20, 2017
126	3107	October 23, 2017
127	3108	October 26, 2017
128	3109	October 25, 2017
129	3110	November 4, 2017
130	3201	October 21, 2017
131	3202	May 5, 2018
132	3203	October 22, 2017
133	3204	April 8, 2018
134	3205	October 21, 2017
135	3206	October 23, 2017
136	3207	October 23, 2017
137	3208	October 23, 2017
138	3209	April 6, 2018
139	3210	October 22, 2017
140	3301	October 21, 2017
141	3302	October 22, 2017
142	3303	October 21, 2017
143	3304	October 23, 2017
144	3305	November 8, 2017
145	3306	October 23, 2017
146	3307	October 26, 2017
147	3308	November 6, 2017
148	3309	February 3, 2018
149	3310	October 21, 2017
150	3401	November 17, 2017
151	3402	October 21, 2017
152	3403	October 31, 2017
153	3404	October 22, 2017
154	3405	October 30, 2017
155	3406	January 19, 2018
156	3407	October 25, 2017
157	3408	October 22, 2017
158	3409	December 4, 2017
159	3410	October 21, 2017
160	3501	November 1, 2017

#	Unit Number	Date of Condominium Sales Agreement
161	3502	May 15, 2018
162	3503	January 16, 2018
163	3504	January 14, 2018
164	3505	November 8, 2017
165	3507	November 5, 2017
166	3508	November 24, 2017
167	3509	October 22, 2017
168	3510	October 22, 2017
169	3601	October 22, 2017
170	3602	October 21, 2017
171	3603	November 9, 2017
172	3604	January 15, 2018
173	3605	October 24, 2017
174	3606	October 23, 2017
175	3607	December 4, 2017
176	3608	October 24, 2017
177	3609	October 24, 2017
178	3610	October 21, 2017
179	3901	October 21, 2017
180	3902	May 15, 2018
181	3903	October 21, 2017
182	3904	October 22, 2017
183	3905	January 22, 2018
184	3906	January 24, 2018
185	3907	October 21, 2017
186	3908	November 25, 2017
187	3909	April 5, 2018
188	3910	January 29, 2018
189	4001	October 21, 2017
190	4002	October 21, 2017
191	4003	November 8, 2017
192	4004	February 28, 2018
193	4005	October 21, 2017
194	4006	October 21, 2017
195	4007	October 24, 2017
196	4008	October 22, 2017
197	4009	October 22, 2017
198	4010	January 11, 2018
199	4101	October 21, 2017
200	4102	May 7, 2018

#	Unit Number	Date of Condominium Sales Agreement
201	4103	January 13, 2018
202	4104	August 29, 2018
203	4105	October 21, 2017
204	4106	October 21, 2017
205	4107	October 24, 2017
206	4108	October 22, 2017
207	4109	January 26, 2018
208	4110	October 21, 2017
209	4201	November 3, 2017
210	4202	October 25, 2017
211	4203	October 21, 2017
212	4204	October 24, 2017
213	4205	October 21, 2017
214	4206	November 18, 2017
215	4207	October 24, 2017
216	4208	January 26, 2018
217	4209	October 22, 2017
218	4210	October 21, 2017
219	4301	October 21, 2017
220	4302	April 21, 2018
221	4303	October 21, 2017
222	4304	October 21, 2017
223	4306	November 28, 2017
224	4307	October 21, 2017
225	4308	October 21, 2017
226	4309	December 4, 2017
227	4310	January 26, 2018
228	4401	October 21, 2017
229	4402	January 14, 2018
230	4403	October 21, 2017
231	4404	October 21, 2017
232	4405	October 21, 2017
233	4406	November 18, 2017
234	4407	October 24, 2017
235	4408	January 22, 2018
236	4409	January 14, 2018
237	4410	October 21, 2017
238	4501	October 23, 2017
239	4502	May 4, 2018
240	4503	October 22, 2017

#	Unit Number	Date of Condominium Sales Agreement
241	4504	October 22, 2017
242	4505	January 24, 2018
243	4506	November 11, 2017
244	4507	October 26, 2017
245	4508	October 21, 2017
246	4509	October 22, 2017
247	4510	October 23, 2017
248	4601	October 24, 2017
249	4602	October 28, 2017
250	4603	October 23, 2017
251	4604	October 21, 2017
252	4605	October 21, 2017
253	4606	October 24, 2017
254	4607	October 25, 2017
255	4608	October 22, 2017
256	4609	November 7, 2017
257	4610	November 3, 2017
258	4701	October 21, 2017
259	4702	February 25, 2018
260	4703	October 21, 2017
261	4704	October 22, 2017
262	4706	November 12, 2017
263	4707	November 7, 2017
264	4708	October 21, 2017
265	4709	October 22, 2017
266	4710	October 24, 2017
267	4801	October 24, 2017
268	4802	February 28, 2018
269	4803	October 22, 2017
270	4804	October 21, 2017
271	4805	October 22, 2017
272	4808	October 21, 2017
273	4809	November 5, 2017
274	4810	October 21, 2017
275	4901	December 30, 2022
276	4902	August 31, 2020
277	4903	March 27, 2018
278	4905	November 11, 2017
279	4906	December 30, 2022
280	5001	June 16, 2021

#	Unit Number	Date of Condominium Sales Agreement
281	5002	August 7, 2018
282	5003	August 31, 2018
283	5004	December 27, 2019
284	5005	January 15, 2018
285	5006	October 21, 2017
286	5101	December 30, 2022
287	5102	August 31, 2020
288	5103	October 24, 2017
289	5105	June 24, 2021
290	5201	February 9, 2023
291	5202	August 15, 2022
292	5203	April 16, 2019
293	5204	October 23, 2017
294	5205	December 21, 2018
295	5206	October 21, 2017
296	5301	January 5, 2023
297	5302	December 30, 2022
298	5303	October 21, 2017
299	5305	September 12, 2018
300	5306	January 14, 2018
301	5402	January 11, 2023
302	5403	March 7, 2019
303	5405 & 5505	March 13, 2019
304	5603	January 11, 2019
305	5604	October 23, 2017
306	5605	October 24, 2017
307	5606	September 15, 2019
308	6203	December 31, 2019
309	6304	October 21, 2017
310	6903	May 30, 2018
311	6904	October 25, 2017
312	7504	October 21, 2017
313	7601	October 31, 2017
314	7604	October 31, 2017

SCHEDULE "C" POTENTIALLY RETAINED CSAs

See attached.

ONE BLOOR WEST TORONTO GROUP (THE ONE) INC. Potentially Retained CSAs

#	Unit Number	Date of Condominium Sales Agreement
1	3506	October 23, 2017
2	4305	October 23, 2017
3	4705	November 18, 2017
4	4806	October 23, 2017
5	4807	October 24, 2017
6	4904	November 28, 2021
7	5104	October 22, 2017
8	5304	June 21, 2018
9	5404	June 3, 2018
10	5503	March 8, 2022
11	5504	May 29, 2018
12	6202	March 5, 2022
13	6303	November 25, 2021
14	6402	March 19, 2022
15	8101	July 9, 2018

SCHEDULE "B" DEPOSIT RETURN PROTOCOL

See attached.

One Bloor West Deposit Return Protocol

- 1. One Bloor West Toronto Group (The One) Inc. (formerly known as Mizrahi Development Group (The One) Inc.) (the "Vendor"), One Bloor West Toronto Commercial (The One) GP Inc. (formerly known as Mizrahi Commercial (The One) GP Inc.), and One Bloor West Toronto Commercial (The One) LP (formerly known as Mizrahi Commercial (The One) LP) (collectively, the "Companies") are engaged in a development project located at 1 Bloor Street West, Toronto, Ontario (the "Project").
- 2. The Companies are subject to proceedings pending under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA Proceedings**") before the Ontario Superior Court of Justice (Commercial List) (the "**Court**") (Court File No. CV-25-00740512-00CL). FAAN Advisors Group Inc. has been appointed by the Court as Chief Restructuring Officer of the Companies in the CCAA Proceedings (in such capacity, the "**CRO**") and Alvarez & Marsal Canada Inc. has been appointed by the Court as Monitor of the Companies in the CCAA Proceedings (in such capacity, the "**Monitor**").
- 3. The Companies and the Project were previously subject to receivership proceedings under the *Bankruptcy and Insolvency Act* (Canada) and the *Courts of Justice Act* (Ontario) before the Court (Court File No. CV-23-00707839-00CL) in which Alvarez & Marsal Canada Inc. was appointed by the Court as receiver and manager of the Companies' property, including the Project (in such capacity, the "**Receiver**") pursuant to an Order (Appointing Receiver) of the Court dated October 18, 2023 (the "**Receivership Order**").
- 4. Pursuant to the Order (CSA Plan, Deposit Return Protocol and CSA Plan Reconfiguration) of the Court dated November 17, 2025 (the "CSA Plan Approval Order") issued in the CCAA Proceedings, certain existing condominium sale agreements (agreements of purchase and sale) (each, a "CSA") for condominium units (each, a "Unit") in the Project have been or will be disclaimed by the Companies. Further, pursuant to the Receivership Order, certain CSAs for Units were previously disclaimed by the Receiver. Any CSAs disclaimed pursuant to the CSA Plan Approval Order or the Receivership Order are referred to herein as "Disclaimed CSAs".
- 5. In connection with the Project, Aviva Insurance Company of Canada ("Aviva") provided Tarion Warranty Corporation ("Tarion") with Tarion Bond No. 237313-17 (the "Tarion Bond"), and provided the Companies with Master Deposit Insurance Policy No. 237315-17 (the "Deposit Insurance").
- 6. Aviva, Tarion, the Companies and the Monitor have agreed, subject to Court approval of the within Deposit Return Protocol (this "**Protocol**"), to facilitate the refund of all deposits paid by Unit purchasers under Disclaimed CSAs (collectively, the "**Purchasers**") to Harris, Sheaffer LLP (the "**Escrow Agent**"), in trust, in connection with their respective

Disclaimed CSAs (which deposit amounts include any deposits, extras and upgrades (as applicable), and interest amounts that would be a valid deposit claim under the *Ontario New Home Warranties Plan Act*, together with the regulations promulgated thereunder (such valid deposit claims being the "**Tarion-backstopped Deposit Claims**"), and under the Deposit Insurance) (collectively, the "**Deposits**"). The Deposits to be returned to the relevant Purchasers in accordance with this Protocol shall include: (a) the principal amount of all deposits paid by the Purchasers pursuant to their respective Disclaimed CSAs; and (b) any accrued interest that the Purchasers are legally entitled to receive pursuant to the *Condominium Act*, 1998 (Ontario).

- 7. The Monitor has prepared a list of all Disclaimed CSAs (as such list may be amended, supplemented or otherwise modified from time to time, the "CSA List"), including the amount of the applicable Purchasers' Deposits based on the records of the Companies and the Escrow Agent, and will send a copy of the CSA List to Aviva and Tarion. The Monitor shall update the CSA List to add any additional CSAs that are disclaimed pursuant to the CSA Plan Approval Order from time to time and shall send a copy of such updated CSA List(s) to Aviva and Tarion.
- 8. As soon as reasonably practicable following issuance of the CSA Plan Approval Order (including the approval of this Protocol), Aviva's authorized agent, MNP Ltd., shall send letters to those Purchasers party to a Disclaimed CSA on the CSA List: (a) notifying them that the Court has approved this Protocol to facilitate the return of their Deposits; (b) attaching a Release and Termination Agreement substantially in the form attached hereto as Schedule "A" (the "Release and Termination Agreement"); and (c) providing a link to a website (the "Aviva Agent Website") containing information and instructions on the filing of claims pursuant to this Protocol. Final copies of each letter delivered pursuant to this paragraph will be provided to Aviva and Tarion, with a copy to the Escrow Agent and the Monitor, as soon as reasonably practicable following delivery by Aviva's authorized agent.
- 9. As soon as reasonably practicable following the Court's approval of this Protocol, the Monitor will provide a Monitor's certificate, substantially in the form attached hereto as Schedule "B", to Tarion and Aviva.
- 10. As soon as reasonably practicable following the Court's approval of this Protocol, the Monitor will request that a former principal of the Companies provide a Statutory Declaration, in the form attached as Schedule "C", to Tarion. Failure to provide such Statutory Declaration will not prevent the return of the Deposits to the Purchasers and is not a condition of such return.
- 11. All Deposits remaining in respect of the Disclaimed CSAs on the CSA List in the deposit trust account for the Project maintained by the Escrow Agent, together with all accrued

interest remaining in the deposit trust account for the Project maintained by the Escrow Agent as at the date of release, shall be transferred by the Escrow Agent to Aviva or its authorized agent to be held by Aviva or its authorized agent pursuant to the terms of this Protocol following receipt by the Escrow Agent of a written direction from Aviva to pay such monies to Aviva or its authorized agent.

- 12. All Purchasers under Disclaimed CSAs on the CSA List wishing to receive back their Deposit must upload the following to the Aviva Agent Website:
 - (a) a Release and Termination Agreement executed by the applicable Purchaser;
 - (b) a clear copy of the applicable Purchaser's valid, government-issued photo identification;
 - (c) a clear copy of the first page of the applicable Disclaimed CSA and, as necessary, the second page of the applicable Disclaimed CSA, that discloses: (i) the name of the Purchaser(s); (ii) the Unit number; (iii) the deposit amount(s) required to be paid under the Disclaimed CSA; and (iv) the signatures to the Disclaimed CSA;
 - (d) a clear copy of any amendment(s) or assignment(s) of the applicable Disclaimed CSA in the applicable Purchaser's possession; and
 - (e) confirmation of the principal amount of the Deposits paid by the applicable Purchaser that are to be returned to such Purchaser, and a mailing address for the return of the Deposits.
- 13. Aviva or its authorized agent will assemble an electronic brief (each, a "**Brief**") in respect of each of the Disclaimed CSAs, which Brief will include the information set out in paragraph 12 (to the extent available) for each applicable Purchaser.
- 14. Aviva or its authorized agent will send the completed Briefs to Tarion on a monthly basis.
- 15. Upon receipt of the Briefs, Tarion shall, within ten (10) business days: (i) confirm to Aviva or its authorized agent in writing that the documentation in the applicable Briefs is complete and that Aviva's liability under the Tarion Bond in relation to the Tarion-backstopped Deposit Claims of the relevant Purchasers will be extinguished once Aviva or its authorized agent releases the relevant amounts in respect of the Tarion-backstopped Deposit Claims to such Purchasers (the "Tarion Confirmation"); or, alternatively, (ii) identify any deficiencies in such Briefs to Aviva in writing, whereupon Aviva and Tarion shall confer in good faith to address and resolve such deficiencies on a timely basis such that Tarion can provide the Tarion Confirmation.

- 16. Upon receipt of the Tarion Confirmation, Aviva or its authorized agent will then release the corresponding Deposits to the applicable Purchasers within ten (10) business days of receipt of the Tarion Confirmation by issuing refund cheques in the names of the applicable Purchasers (or by another reasonable payment method acceptable to Aviva as any Purchaser may request to Aviva or its authorized agent in writing).
- 17. Within ten (10) business days of the release of the applicable Deposits, Aviva or its authorized agent will provide to Tarion confirmation of the release of the Deposits in respect of the applicable Disclaimed CSAs by delivering an executed Statutory Declaration substantially in the form attached as Schedule "D" (the "Aviva Statutory Declaration").
- 18. Upon receipt of the applicable Aviva Statutory Declaration and being satisfied that its liability to the relevant Purchasers for their Tarion-backstopped Deposit Claims has been extinguished, Tarion will provide written confirmation to Aviva or its authorized agent on a monthly basis that the Tarion Bond is reduced by the amounts drawn on the Tarion Bond, as outlined in Appendix "A" to the applicable Aviva Statutory Declaration, on a Unit-by-Unit basis in respect of the Tarion-backstopped Deposit Claims (up to the amount of \$20,000 for each such claim plus interest thereon, as may be applicable).
- 19. Aviva or its authorized agent will provide Tarion, the Companies and the Monitor with a monthly deposit report detailing the Deposits released and not released, as well as a list of outstanding Deposit claims submitted by Purchasers that remain unpaid as of the date of the monthly report.
- 20. For the avoidance of doubt, the obligation to refund the Deposits rests solely with Aviva, pursuant to and in accordance with the terms of the Tarion Bond, the Deposit Insurance and this Deposit Return Protocol. None of the Companies, the CRO or the Monitor shall have any obligation or liability whatsoever to make any payment in respect of the refund of the Deposits, or to cause Aviva to make any such payment.
- 21. This Protocol was prepared for the sole purpose of facilitating the return of Deposits relating to the Project. Nothing herein shall bind Aviva or Tarion to agreeing to this form of deposit return protocol in the future, and nothing in this Protocol shall be deemed to have precedential value for deposit return protocols unrelated to the Project.

SCHEDULE "A" RELEASE AND TERMINATION AGREEMENT

RELEASE AND TERMINATION AGREEMENT

BETWEEN:

One Bloor West Toronto Group (The One) Inc., formerly known as Mizrahi Development Group (The One) Inc. (hereinafter called the "Vendor")
- and -
(hereinafter collectively called the "Purchaser")
WHEREAS the Purchaser and the Vendor entered into an agreement of purchase and sale
dated (the "CSA") pertaining to the Purchaser's acquisition from the Vendor
of DWELLING UNIT on LEVEL , and () LOCKER UNIT(S), together with
an undivided interest in the common elements appurtenant to such units (all of which are
hereinafter collectively defined as the "Purchased Units"), in accordance with the condominium
plan documentation proposed to be registered against those lands and premises situate in the City

AND WHEREAS pursuant to the Initial Order made by the Ontario Superior Court of Justice (Commercial List) (the "Court") on April 22, 2025, the Vendor and certain of its affiliates (collectively, the "Companies") obtained protection under the *Companies' Creditors Arrangement Act* (Canada), Alvarez & Marsal Canada Inc. was appointed as Monitor of the Companies (in such capacity, the "Monitor"), and FAAN Advisors Group Inc. was appointed as Chief Restructuring Officer of the Companies (in such capacity, the "CRO");

of Toronto, in the Province of Ontario, municipally located at 1 Bloor Street West, Toronto and

more particularly described in the CSA (the "**Project**");

AND WHEREAS pursuant to an Order (Appointing Receiver) made by the Court on October 18, 2023 (the "Receivership Order"), the Companies and the Project were previously subject to receivership proceedings under the *Bankruptcy and Insolvency Act* (Canada) and the *Courts of Justice Act* (Ontario) and Alvarez & Marsal Canada Inc. was appointed by the Court as receiver and manager of the Companies' property, including the Project (in such capacity, the "Receiver");

AND WHEREAS the CSA has been disclaimed by the Companies pursuant to the Order (CSA Plan, Deposit Return Protocol and CSA Plan Reconfiguration) made by the Court dated November 17, 2025 (the "CSA Plan Approval Order"), or by the Receiver pursuant to the Receivership Order, as applicable;

AND WHEREAS a protocol for the release of deposits back to purchasers of condominium units in the Project who have had their agreement of purchase and sale disclaimed (the "**Protocol**") has been established and approved pursuant to the CSA Plan Approval Order upon the terms and provisions as set forth therein;

AND WHEREAS the Protocol contemplates, among other things, the execution of this Release and Termination Agreement (this "**Agreement**") by the Purchaser in connection with the return of the Deposit Monies (as defined below) to the Purchaser;

NOW THEREFORE in consideration of payment of the Deposit Monies to the Purchaser, and the mutual covenants contained herein, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged), the Vendor and the Purchaser hereby confirm the accuracy and veracity of the foregoing recitals, and do hereby covenant and agree to the following:

- 1. The Vendor and the Purchaser acknowledge that the CSA, together with any and all addendums thereto or amendments thereof, has been disclaimed and is of no further force or effect.
- 2. In accordance with the Protocol, upon the execution of this Agreement by both parties hereto and delivery of same to Aviva Insurance Company of Canada or its authorized agent ("Aviva") and following review and approval of same by Tarion Warranty Corporation ("Tarion") in accordance with the Protocol, Aviva shall, on behalf of the Vendor, refund and remit to the Purchaser at the mailing address provided by the Purchaser the sum of \$\sum_______, representing the aggregate of all deposit monies paid by the Purchaser to the Vendor on account of the purchase price for the Purchased Units, together with any interest accruing thereon that the Purchaser is entitled to receive pursuant to the terms and conditions of the CSA and/or the *Condominium Act, 1998* (Ontario) (hereinafter collectively referred to as the "Deposit Monies"). For clarity, the accrued interest is \$\sum_{\text{ondominium Permonents}}\$
- 3. The parties hereto hereby mutually release each other, and each of their respective heirs, estate trustees, successors and assigns, from and against any and all costs, damages, actions, proceedings, demands and/or claims whatsoever which either of the parties hereto now has, or may hereafter have, against the other party hereto, by reason of, or in connection with, the CSA (and any and all addendums thereto or amendments thereof) and/or the disclaimer thereof or otherwise in relation to the Purchased Units.

- 4. The Purchaser hereby releases and forever discharges the Vendor, Tarion, Aviva, Westmount Guarantee Services Inc., Harris, Sheaffer LLP, the Monitor, the Receiver, the CRO and each of their Related Parties (all of the foregoing are collectively referred to herein as the "Releasees") of and from all Claims (as defined herein). "Related Parties" means all affiliates, successors, and assigns, and all officers, directors, partners, members, shareholders, employees, advisors (including legal advisors), representatives and agents. "Claims" means all claims, demands, complaints, grievances, actions, applications, suits, causes of action, orders, charges, indictments, prosecutions, or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, whether liquidated or unliquidated, matured or unmatured, disputed or undisputed, actual or potential, contractual, legal or equitable, including loss of value, professional fees, including fees and disbursements of legal counsel on a full indemnity basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing which the Purchaser had, has or may in the future have in any way relating to or arising from the Project, the CSA, the Purchased Unit(s), the Deposit Monies, or any other monies (including, as applicable, extras and upgrade monies) paid by the Purchaser to the Vendor toward, or in connection with, the Purchased Units. Without restricting the generality of the foregoing, in the case of Tarion, it is expressly understood and agreed that the Purchaser shall not make or pursue any Claims or proceeding(s) under the Ontario New Home Warranties Plan Act, R.S.O., 1990, c. O.31, as amended, or the regulations promulgated thereunder. The Purchaser further agrees that the Purchaser shall not commence or sustain any Claim against any person who may seek contribution and indemnity or other relief over against any of the Releasees. The Purchaser agrees and acknowledges that each of the Releasees, including those which are not party to this Release and Termination Agreement, are relying on the release contained in this paragraph 4 and shall be entitled to enforce this release.
- 5. The Purchaser acknowledges and confirms that all of the estate, right, title and interest of the Purchaser in and to the Purchased Units and the Project (both at law and in equity, and whether in possession, expectancy or otherwise) have been released and quit-claimed to and in favour of the Vendor and its successors and assigns forever.
- 6. In the event that all or any portion of the Deposit Monies received by the Vendor were drawn on the bank account of a third party who is not the Purchaser (nor one of the individuals who collectively comprise the Purchaser, as applicable), then the Purchaser shall indemnify and save the Releasees harmless, from and against all costs, claims, damages and/or liabilities which any of them may hereafter suffer or incur as a result of the Deposit Monies being refunded directly to the Purchaser in accordance with this Agreement, rather than being payable and remitted directly to said third party.
- 7. The Purchaser agrees to furnish with the execution of this Agreement a clear scan or photocopy of government-issued photo identification.

- 8. The Purchaser acknowledges and confirms having had the opportunity to receive independent legal advice from qualified counsel with respect to all matters set forth herein and has received such advice or has expressly declined or waived the opportunity to do so.
- 9. This Agreement shall enure to the benefit of, and be correspondingly binding upon, the parties hereto and each of their respective heirs, estate trustees, successors and permitted assigns.
- 10. This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of the parties hereby irrevocably attorn to the exclusive jurisdiction of the Court to determine all issues, whether at law or equity, arising from or in connection with this Agreement.
- 11. The CRO is executing this Agreement on behalf of the Vendor solely in its capacity as CRO and not in its personal or corporate capacity. For greater certainty, the CRO shall have no personal liability under or in connection with this Agreement, and it expressly disclaims any such liability.
- 12. This Agreement shall be read and construed with all changes of gender and/or number required by the context, and if more than one individual comprises the Purchaser, then all of the foregoing covenants and agreements of the Purchaser shall be deemed and construed to be joint and several covenants and agreements thereof.
- 13. This Agreement may be executed electronically and in counterparts and delivered via email and each counterpart when so executed and delivered will be an original and such counterparts will together constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF each of the partie day of	s hereto has executed this Agreement effective this
SIGNED, SEALED AND DELIVERED in the presence of:	
Witness Name:	Purchaser Name:
Address:	Address:
Email:	Email:
Phone No.:	Phone No.:
	ONE BLOOR WEST TORONTO GROUP (THE ONE) INC., formerly known as Mizrahi Development Group (The One) Inc.
	Per: Signed by FAAN ADVISORS GROUP INC., solely in its capacity as Chief Restructuring Officer of One Bloor West Toronto Group (The One) Inc. et al. and in no other capacity

SCHEDULE "B" FORM OF MONITOR'S CERTIFICATE

Court File No. CV-25-00740512-00CL

ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ONE BLOOR WEST TORONTO GROUP (THE ONE) INC. AND ONE BLOOR WEST TORONTO COMMERCIAL (THE ONE) GP INC.

MONITOR'S CERTIFICATE

RECITALS:

- A. Alvarez & Marsal Canada Inc. was appointed Monitor (in such capacity, the "Monitor") of One Bloor West Toronto Group (The One) Inc. (formerly known as Mizrahi Development Group (The One) Inc.), One Bloor West Toronto Commercial (The One) GP Inc. (formerly known as Mizrahi Commercial (The One) GP Inc.) and One Bloor West Toronto Commercial (The One) LP (formerly known as Mizrahi Commercial (The One) LP) (collectively, the "Companies") pursuant to the Initial Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated April 22, 2025, granted in the Companies' proceedings under the Companies' Creditors Arrangement Act (Canada) (the "CCAA Proceedings").
- B. Pursuant to the Order (CSA Plan, Deposit Return Protocol and CSA Plan Reconfiguration) of the Court dated November 17, 2025 (the "CSA Plan Approval Order") issued in the CCAA Proceedings, the Court approved the CSA Plan and the Deposit Return Protocol (each as defined in the CSA Plan Approval Order).
- C. This Monitor's Certificate is delivered pursuant to paragraph 9 of the Deposit Return Protocol.

THE MONITOR HEREBY CERTIFIES:

1. To the best of the Monitor's knowledge as at the date hereof: (i) based on the books and records of the Companies, the Vendor was party to 343 condominium sale agreements (each, a "CSA") in respect of condominium units in the Project as of October 18, 2023, as listed on Schedule "A" hereto¹; (ii) since October 18, 2023, no CSAs have been entered into by the Vendor in respect of the Project; and (iii) based on information provided to the

¹ List of CSAs to be appended as Schedule "A" to Monitor's Certificate.

the Deposi	Monitor by Harris, Sheaffer LLP, in its capacity as escrow agent (the "Escrow Agent") for the Deposits (as such term is defined in the Deposit Return Protocol), the Vendor provide all Deposits it received in connection with the sale of condominium units in the Project the Escrow Agent.					
Dated this	day of	, 2025.				
		ALVAREZ & MARSAL CANADA INC. in its capacity as Monitor of One Bloor West Toronto Group (The One) Inc. <i>et al.</i> and not in its personal or corporate capacity				
		Per:				
		Name:				
		Title:				

SCHEDULE "C" STATUTORY DECLARATION

STATUTORY DECLARATION

CANADA		IN THE MATTER OF the development of a				
PRO'TO W	VINCE OF ONTARIO VIT:) () () () () () () () () ()	condominium project by One Bloor West Toronto Group (The One) Inc. (formerly known as Mizrahi Development Group (The One) Inc.) (the "Vendor"), One Bloor West Toronto Commercial (The One) GP Inc. (formerly known as Mizrahi Commercial (The One) GP Inc.), and One Bloor West Toronto Commercial (The One) LP (formerly known as Mizrahi Commercial (The One) LP) (collectively, the "Companies") situated in the City of Toronto on those lands and premises located at the address known municipally as 1 Bloor Street West, Toronto, Ontario (the "Project")				
I,	, of the Ci	ty of Toronto, DO SOLEMNLY DECLARE THAT:				
1.	I was the former the matters hereinafter declared	of the Companies, and as such have knowledge of ed.				
2.	To the best of my knowledge, the Companies provided all deposits they received in respect of the sale of condominium units in the Project to Harris, Sheaffer LLP, the escrow agent for the Companies in connection with the Project.					
3.	To the best of my knowledge, the Vendor entered into only agreements of purchase and sale for condominium units in the Project and did not enter into any other agreements of purchase and sale for the condominium units in the Project.					
	I MAKE THIS solemn declara same force and effect as if made	tion conscientiously believing it to be true and knowing it is be under oath.				
	to, in the Province of Ontario, day of					
A CO	MMISSIONER, ETC.) •				

SCHEDULE "D" AVIVA STATUTORY DECLARATION

STATUTORY DECLARATION

CANADA)) IN THE MATTER OF the development of a condominium project by One Bloor West Toronto		
PROVINCE OF ONTARIO TO WIT:)))))))))))))	Group (The One) Inc. (formerly known as Mizrahi Development Group (The One) Inc.), One Bloor West Toronto Commercial (The One) GP Inc. (formerly known as Mizrahi Commercial (The One) GP Inc.), and One Bloor West Toronto Commercial (The One) LP (formerly known as Mizrahi Commercial (The One) LP (collectively, the "Companies") situated in the City of Toronto on those lands and premises located at the address known municipally as 1 Bloor Street West, Toronto, Ontario (the "Project")		
,, of the City of	f, DO SOLEMNLY DECLARE THAT:		
in respect of Tarion Bond No. 237315-17 provided in connect. 2. To the best of my knowledge, respect of the Project condom limitation, the Tarion-backstop Return Protocol approved by pursuant to the Order (CSA Pla dated November 17, 2025) and been refunded by Aviva to the state of the provided state of the state of	all deposits paid under condominium sale agreements in ninium units numbered •, •, and •, including, without ped Deposit Claims (as such term is defined in the Deposit the Ontario Superior Court of Justice (Commercial List) n, Deposit Return Protocol and CSA Plan Reconfiguration) I interest thereon, as set out on Appendix "A" hereto, have respective purchasers of such units.		
AND I MAKE THIS solemn declaration of the same force and effect as if made	on conscientiously believing it to be true and knowing it is under oath.		
DECLARED BEFORE ME in City of Foronto, in the Province of Ontario, the day of	is) CANADA		
A COMMISSIONER, ETC.) Name:) Title:		

APPENDIX "A"

Unit No.	Tarion-backstopped Deposit Claim Amount Returned	Interest on Tarion- backstopped Deposit Claim Paid	Total Tarion- backstopped Deposit Claim Amount Returned plus Interest on Tarion- backstopped Deposit Claim Paid
•	\$●	\$●	\$•
•	\$●	\$●	\$●
Grand Total:			\$●

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF ONE BLOOR WEST TORONTO GROUP (THE ONE) INC. AND ONE BLOOR WEST TORONTO COMMERCIAL (THE ONE) GP INC.

Applicants

ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)

Proceeding commenced at Toronto

ORDER (CSA Plan, Deposit Return Protocol and CSA Plan Reconfiguration)

GOODMANS LLP

Barristers & Solicitors 333 Bay Street, Suite 3400 Toronto, ON M5H 2S7

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Lawyers for the Monitor