

**ONTARIO
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE REGIONAL SENIOR)
JUSTICE THOMAS)

THURS DAY, THE 8th DAY
OF APRIL, 2021

BETWEEN:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE, ROYAL TIMBERS INC. and M.R. DUNN CONTRACTORS LTD.**

Respondents

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

APPROVAL AND VESTING ORDER

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

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

ON READING the Thirteenth Report, the Confidential Supplement and the Supplementary Report to the Thirteenth Report dated March 22, 2021, the motion being unopposed, and on noting that no one appeared, although properly served as appears from the affidavit of service, filed:

1. THIS COURT ORDERS AND DECLARES that the Transaction is hereby approved, and the execution of the APS by the Receiver is hereby authorized and approved, with such minor amendments as the Receiver may deem necessary. The Receiver is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction and for the conveyance of the Real Property to the Purchaser.
2. THIS COURT ORDERS AND DECLARES that upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule "B"** hereto (the "**Receiver's Certificate**"), all of Royal Timbers' right, title and interest in and to the Real Property shall vest absolutely in the Purchaser, as beneficial owner, and as the Purchaser may direct on closing, as registered owner, free and clear of and from any and all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the Order of the Honourable Mr. Justice Thomas dated June 5, 2013; and (ii) those Claims listed on **Schedule "C"** hereto (all of which are collectively referred to as the "Encumbrances", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "D"**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Real Property are hereby expunged and discharged as against the Real Property.
3. THIS COURT ORDERS that upon registration in the Land Registry Office for the Land Titles Division of Essex (LRO #12) of an Application for Vesting Order in the form

prescribed by the *Land Titles Act* and/or the *Land Registration Reform Act*, the Land Registrar is hereby directed to:

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

the vesting of the Real Property in the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of Royal Timbers and shall not be void or voidable by creditors of Royal Timbers, nor shall it constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance,

transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act (Canada)* or any other applicable federal or provincial legislation, nor shall it constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

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



*Justice, Ontario Superior Court of
Justice*

Schedule A – Real Property

The lands and premises legally described as:

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

	<p>25, 32, 34 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986411; SUBJECT TO AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 IN FAVOUR OF PARTS 5, 7 TO 10, 16, 18 TO 23, 25, 32, 34 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986411; SUBJECT TO AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 IN FAVOUR OF PARTS 5, 7 TO 10, 32 AND 34 TO 36, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R22842 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (INFAVOUR OF PARTS 6 AND 33, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PARTS 6 AND 33, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
<p>01566-1014 (LT)</p>	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PARTS 34 AND 35, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PARTS 19, 25 AND 35, PLAN 12R27789 AS IN CE269392; SUBJECT TO AN EASEMENT OVER PARTS 18, 19 AND 25, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 (IN FAVOUR OF PARTS 7, 18, 19, 34 AND 35, PLAN 12R27789) AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF 7, 34 AND 35, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF PARTS 7, 34 AND 35, PLAN 12R27789) AS IN CE986411; SUBJECT TO AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 8 TO 10, 16, 17, 20 TO 23, 32, 33, 36 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986412; SUBJECT TO AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 8 TO 10, 16, 17, 20 TO 23, 32, 33, 36 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986412; SUBJECT TO AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 8 TO 10, 32, 33 AND 36 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER BLOCK 123, PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R22842 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20, 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PARTS 7, 34 AND 35, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
<p>01566-1015 (LT)</p>	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 8, 20 AND 36, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 36, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25</p>

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

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

Schedule B

Court File No. CV-11-17088

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

KEVIN D'AMORE

Applicant

- and -

**BANWELL DEVELOPMENT CORPORATION, 928579 ONTARIO LIMITED,
SCOTT D'AMORE, ROYAL TIMBERS INC. and M.R. DUNN CONTRACTORS LTD.**

Respondents

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

RECEIVER'S CERTIFICATE

RECITALS

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

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

set out in the APS have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

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

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

Per: _____

Name: Stephen N. Cherniak
Title: Senior Vice President

Schedule B1 – Real Property

The lands and premises legally described as:

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

	<p>25, 32, 34 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986411; SUBJECT TO AN EASEMENT OVER PARTS 6, 17 AND 33, PLAN 12R27789 IN FAVOUR OF PARTS 5, 7 TO 10, 16, 18 TO 23, 25, 32, 34 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986411; SUBJECT TO AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 IN FAVOUR OF PARTS 5, 7 TO 10, 32 AND 34 TO 36, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER BLOCK 123 PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R22842 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 (INFAVOUR OF PARTS 6 AND 33, PLAN 12R27789) AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20 AND 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PARTS 6 AND 33, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
01566-1014 (LT)	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PARTS 34 AND 35, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PARTS 19, 25 AND 35, PLAN 12R27789 AS IN CE269392; SUBJECT TO AN EASEMENT OVER PARTS 18, 19 AND 25, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25 AND 47, PLAN 12R22842 (IN FAVOUR OF PARTS 7, 18, 19, 34 AND 35, PLAN 12R27789) AS IN CE986405; TOGETHER WITH AN EASEMENT OVER PARTS 23 AND 24, PLAN 12R27789 AS IN CE986406; TOGETHER WITH AN EASEMENT OVER PART 2, PLAN 12R28180 AS IN CE986408; TOGETHER WITH AN EASEMENT OVER PARTS 16, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5, 16, 32, 37, 38, 41 AND 42, PLAN 12R27789 AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PARTS 5 AND 32, PLAN 12R27789 (IN FAVOUR OF 7, 34 AND 35, PLAN 12R27789) AS IN CE986410; TOGETHER WITH AN EASEMENT OVER PART 17, PLAN 12R27789 AS IN CE986411; TOGETHER WITH AN EASEMENT OVER PARTS 6 AND 33, PLAN 12R27789 (IN FAVOUR OF PARTS 7, 34 AND 35, PLAN 12R27789) AS IN CE986411; SUBJECT TO AN EASEMENT OVER PARTS 18 AND 19, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 8 TO 10, 16, 17, 20 TO 23, 32, 33, 36 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986412; SUBJECT TO AN EASEMENT OVER PARTS 7, 18, 19, 25, 34 AND 35, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 8 TO 10, 16, 17, 20 TO 23, 32, 33, 36 TO 38, 41 AND 42, PLAN 12R27789 AS IN CE986412; SUBJECT TO AN EASEMENT OVER PARTS 7, 34 AND 35, PLAN 12R27789 IN FAVOUR OF PARTS 5, 6, 8 TO 10, 32, 33 AND 36 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER BLOCK 123, PLAN 12M533, DESIGNATED AS PART 27, PLAN 12R22842 AS IN CE986412; TOGETHER WITH AN EASEMENT OVER PART 20, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8, 20, 36, PLAN 12R27789 AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PARTS 8 AND 36, PLAN 12R27789 (IN FAVOUR OF PARTS 7, 34 AND 35, PLAN 12R27789) AS IN CE986413; TOGETHER WITH AN EASEMENT OVER PART 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 9 AND 21, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PART 9, PLAN 12R27789 AS IN CE986414; TOGETHER WITH AN EASEMENT OVER PARTS 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PARTS 10, 22 AND 23, PLAN 12R27789 AS IN CE986415; TOGETHER WITH AN EASEMENT OVER PART 10, PLAN 12R27789 AS IN CE986415; CITY OF WINDSOR</p>
01566-1015 (LT)	<p>PART LOTS 143 & 144 CONCESSION 1 SANDWICH, DESIGNATED AS PARTS 8, 20 AND 36, PLAN 12R27789; SUBJECT TO AN EASEMENT OVER PART 36, PLAN 12R27789 AS IN CE144181; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 1 TO 4, 11 TO 15 AND 26 TO 30, PLAN 12R27789 AS IN CE902036; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 1, 26, 58 AND 60, PLAN 12R22842 SAVE AND EXCEPT PARTS 1, 2 AND 3, PLAN 12R24720 AS IN CE986396; SUBJECT TO AN EASEMENT OVER PART 20, PLAN 12R27789 IN FAVOUR OF PARTS 2, 25, 47 AND 59, PLAN 12R22842 SAVE AND EXCEPT PART 1, PLAN 12R26389 AS IN CE986397; TOGETHER WITH AN EASEMENT OVER PART 60, PLAN 12R22842 SAVE AND EXCEPT PART 3, PLAN 12R24720 AS IN CE986399; TOGETHER WITH AN EASEMENT OVER PART 26, PLAN 12R22842 AS IN CE986400; TOGETHER WITH AN EASEMENT OVER PARTS 25</p>

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

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

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

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

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

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

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

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

CE185377	2005/11/29	APL Absolute Title		Banwell Development Corporation	Bell Canada Cogeco Cable Systems Inc.
CE191966	2006/01/04	No Sub Agreement		The Corporation of the City of Windsor	Banwell Development Corporation
12R27789	2019/05/14	Plan Reference			
CE902036	2019/08/15	Transfer Easement		Royal Timbers Inc.	Banwell Gardens Care Centre Facility Inc.
CE986396	2021/01/20	Transfer Easement		Royal Timbers Inc.	2248144 Ontario Limited
CE986397	2021/01/20	Transfer Easement		Royal Timbers Inc.	838605 Ontario Limited
CE986410	2021/01/20	Transfer		Royal Timbers Inc.	Royal Timbers Inc.
CE992517	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	
CE992518	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	
CE996555	2021/03/15	LR's Order		Land Registrar, Essex Land Registry Office	

01566-1013					
Registration Number	Date	Instrument	Amount	Parties From	Parties to
D37712178	1991/12/18	APL (General)		See Document	E & E Builders Limited Di Mambro & Mancini Construction Ltd.
LT336126	2002/02/05	Bylaw		The Corporation of the City of Windsor	
CE144181	2005/05/04	Transfer Easement	\$3,760	D'Amore, Pat	The Corporation of the City of Windsor The Windsor Utilities Commission-Water Division Enwin Powerlines Limited Union Gas Limited Bell Canada Cogeco Cable Systems Inc.
CE185377	2005/11/29	APL Absolute Title		Banwell Development Corporation	
CE191966	2006/01/04	No Sub Agreement		The Corporation of the City of Windsor	Banwell Development Corporation
12R27789	2019/05/14	Plan Reference			
CE902036	2019/08/15	Transfer Easement		Royal Timbers Inc.	Banwell Gardens Care Centre Facility Inc.

CE986396	2021/01/20	Transfer Easement		Royal Timbers Inc.	2248144 Ontario Limited
CE986397	2021/01/20	Transfer Easement		Royal Timbers Inc.	838605 Ontario Limited
CE986411	2021/01/20	Transfer		Royal Timbers Inc.	Royal Timbers Inc.
CE992517	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	
CE992518	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	
CE996555	2021/03/15	LR's Order		Land Registrar, Essex Land Registry Office	

01566-1014					
Registration Number	Date	Instrument	Amount	Parties From	Parties to
D37712178	1991/12/18	APL (General)		See Document	E & E Builders Limited Di Mambro & Mancini Construction Ltd.
LT336126	2002/02/05	Bylaw		The Corporation of the City of Windsor	

CE144181	2005/05/04	Transfer Easement	\$3,760	D'Amore, Pat	The Corporation of the City of Windsor The Windsor Utilities Commission-Water Division Enwin Powerlines Limited Union Gas Limited Bell Canada Cogeco Cable Systems Inc.
CE185377	2005/11/29	APL Absolute Title		Banwell Development Corporation	
CE191966	2006/01/04	No Sub Agreement		The Corporation of the City of Windsor	Banwell Development Corporation
CE269392	2007/04/25	Transfer Easement		Royal Timbers Inc.	Bell Canada
12R27789	2019/05/14	Plan Reference			
CE902036	2019/08/15	Transfer Easement		Royal Timbers Inc.	Banwell Gardens Care Centre Facility Inc.
CE986396	2021/01/20	Transfer Easement		Royal Timbers Inc.	2248144 Ontario Limited
CE986397	2021/01/20	Transfer Easement		Royal Timbers Inc.	838605 Ontario Limited
CE986412	2021/01/20	Transfer		Royal Timbers Inc.	Royal Timbers Inc.
CE992517	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed	

CE992518	2021/02/24	Notice		receiver of Royal Timbers Inc. BDO Canada Limited, solely in its capacity as Court- appointed receiver of Royal Timbers Inc.	
CE996555	2021/03/15	LR's Order		Land Registrar, Essex Land Registry Office	

01566-1015					
Registration Number	Date	Instrument	Amount	Parties From	Parties to
D37712178	1991/12/18	APL (General)		See Document	E & E Builders Limited Di Mambro & Mancini Construction Ltd.
LT336126	2002/02/05	Bylaw		The Corporation of the City of Windsor	
CE144181	2005/05/04	Transfer Easement	\$3,760	D'Amore, Pat	The Corporation of the City of Windsor The Windsor Utilities Commission- Water Division Enwin Powerlines Limited Union Gas Limited

CE185377	2005/11/29	APL Absolute Title		Banwell Development Corporation	Bell Canada Cogeco Cable Systems Inc.
CE191966	2006/01/04	No Sub Agreement		The Corporation of the City of Windsor	Banwell Development Corporation
12R27789	2019/05/14	Plan Reference			
CE902036	2019/08/15	Transfer Easement		Royal Timbers Inc.	Banwell Gardens Care Centre Facility Inc.
CE986396	2021/01/20	Transfer Easement		Royal Timbers Inc.	2248144 Ontario Limited
CE986397	2021/01/20	Transfer Easement		Royal Timbers Inc.	838605 Ontario Limited
CE986413	2021/01/20	Transfer		Royal Timbers Inc.	Royal Timbers Inc.
CE992517	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	
CE992518	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	
CE996555	2021/03/15	LR's Order		Land Registrar, Essex Land Registry Office	

01566-1016					
Registration Number	Date	Instrument	Amount	Parties From	Parties to
D37712178	1991/12/18	APL (General)		See Document	E & E Builders Limited Di Mambro & Mancini Construction Ltd.
LT336126	2002/02/05	Bylaw		The Corporation of the City of Windsor	
CE185377	2005/11/29	APL Absolute Title		Banwell Development Corporation	
CE191966	2006/01/04	No Sub Agreement		The Corporation of the City of Windsor	Banwell Development Corporation
12R27789	2019/05/14	Plan Reference			
CE902036	2019/08/15	Transfer Easement		Royal Timbers Inc.	Banwell Gardens Care Centre Facility Inc.
CE986396	2021/01/20	Transfer Easement		Royal Timbers Inc.	2248144 Ontario Limited
CE986397	2021/01/20	Transfer Easement		Royal Timbers Inc.	838605 Ontario Limited
CE986414	2021/01/20	Transfer		Royal Timbers Inc.	Royal Timbers Inc.
CE992517	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	

CE992518	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	
CE996555	2021/03/15	LR's Order		Land Registrar, Essex Land Registry Office	

01566-1017					
Registration Number	Date	Instrument	Amount	Parties From	Parties to
D37712178	1991/12/18	APL (General)		See Document	E & E Builders Limited Di Mambro & Mancini Construction Ltd.
LT336126	2002/02/05	Bylaw		The Corporation of the City of Windsor	
CE185377	2005/11/29	APL Absolute Title		Banwell Development Corporation	
CE191966	2006/01/04	No Sub Agreement		The Corporation of the City of Windsor	Banwell Development Corporation
12R27789	2019/05/14	Plan Reference			
CE902036	2019/08/15	Transfer Easement		Royal Timbers Inc.	Banwell Gardens Care Centre Facility Inc.
CE986396	2021/01/20	Transfer Easement		Royal Timbers Inc.	2248144 Ontario Limited

CE986397	2021/01/20	Transfer Easement		Royal Timbers Inc.	838605 Ontario Limited
CE986406	2021/01/20	Transfer Easement		Royal Timbers Inc.	Royal Timbers Inc.
CE986407	2021/01/20	Transfer Easement		Royal Timbers Inc.	838605 Ontario Limited
CE986415	2021/01/20	Transfer		Royal Timbers Inc.	Royal Timbers Inc.
CE992517	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	
CE992518	2021/02/24	Notice		BDO Canada Limited, solely in its capacity as Court-appointed receiver of Royal Timbers Inc.	
CE996555	2021/03/15	LR's Order		Land Registrar, Essex Land Registry Office	

Court File No: CV-11-17088

BANWELL DEVELOPMENT CORPORATION, 928579
ONTARIO LIMITED, SCOTT D'AMORE, ROYAL
TIMBERS INC. and M.R. DUNN CONTRACTORS
LTD.
Respondents

KEVIN D'AMORE
Applicant

and

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at WINDSOR

APPROVAL AND VESTING ORDER

MILLER THOMSON LLP

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