

Court File No. 31-299040
Estate File No. 31-299040

**ONTARIO
SUPERIOR COURT OF JUSTICE
[IN BANKRUPTCY AND INSOLVENCY]
(COMMERCIAL LIST)**

**IN THE MATTER OF THE BANKRUPTCY OF
BRAMALEA INC.
OF THE CITY OF TORONTO IN THE PROVINCE OF ONTARIO**

**MOTION RECORD OF MNP LTD.
(Returnable November 15, 2022 at 11:30am via videoconference)**

November 9, 2022

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**ONTARIO
SUPERIOR COURT OF JUSTICE
[IN BANKRUPTCY AND INSOLVENCY]
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**IN THE MATTER OF THE BANKRUPTCY OF
BRAMALEA INC.
OF THE CITY OF TORONTO IN THE PROVINCE OF ONTARIO**

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TAB 1

Court File No. 31-299040
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ONTARIO
SUPERIOR COURT OF JUSTICE
[IN BANKRUPTCY AND INSOLVENCY]
(COMMERCIAL LIST)

IN THE MATTER OF THE BANKRUPTCY OF
BRAMALEA INC.
OF THE CITY OF TORONTO IN THE PROVINCE OF ONTARIO

NOTICE OF MOTION
(returnable November 15, 2022 @ 11:30am via Judicial Videconference)

MNP LTD., in its capacity as licensed insolvency trustee (the “**Trustee**”) of the bankruptcy estate of Bramalea Inc. (the “**Bankrupt**”) will make a motion to a Judge presiding over the Commercial List on November 15, 2022 at 11:30am, or as soon after that time as the motion can be heard, which motion shall be heard virtually by judicial videoconference to be set by the Court Office and may be attended online by accessing the videoconference link to be posted on the Court’s *Caselines* portal for this matter. A direct link will be circulated by email to those members of the Service List with known email addresses prior to the hearing.

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

THE MOTION IS FOR:

1. an order, substantially in the form attached hereto as Schedule “A” (the “**Sales Process Order**”), *inter alia*:
 - (a) abridging the time for service and filing of this notice of motion and the motion record or, in the alternative, dispensing with same;
 - (b) approving the Trustee’s first report to Court dated November 8, 2022 (the “**First Report**”);

- (c) approving the Stalking Horse Agreement of Purchase and Sale dated November 8, 2022 (the “**Stalking Horse APS**”), by and between RCC Enterprises Inc. o/a Railway Construction Company, as purchaser, (“**RCC**” or the “**Stalking Horse Bidder**”) and the Trustee, pursuant to which RCC, if it is the successful bidder, is to acquire the “Railway Lands” (*as defined below*);
- (d) approving the stalking horse sales process for the “Railway Lands” (*as defined below*), as set out in the First Report and appended to the Sale Process Order (the “**Sale Process**”); and
- (e) granting a charge against the assets of the Bankrupt’s Estate in favour of the Stalking Horse Bidder, as security for payment of the break fee and expense reimbursement under the Stalking Horse APS, in the even the Stalking Horse Bidder is not the successful purchaser in the Sale Process;

and

- 2. such further and other relief as counsel may advise and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE:

Background re: Bramalea Inc.

- (a) Bramalea Inc. became bankrupt on April 26, 1995, and Ernst & Young Inc. was appointed as trustee of the Bankrupt’s estate;
- (b) Prior to the bankruptcy, the Bankrupt carried on business as a development company in Ontario;
- (c) Ernst & Young Inc. concluded its administration and was discharged as trustee on September 15, 1997;

The Re-Appointment of Trustee & Sale of “Remnant Lands”

- (d) more than 20 years later, it was discovered that the Bankrupt continued to hold title to two (2) parcels of land in Brampton (the “**Remnant Lands**”), which appeared to have been forgotten in the bankruptcy administration or disclaimed or abandoned;
- (e) the Remnant Lands are the remnants of a municipal road extension – they used to form part of traffic turning circle of a dead-end street that was “squared off” when the road was extended;
- (f) the Remnant Lands were identified by Italpasta Limited – a member of a corporate group (the “**Italpasta Group**”) that owned adjacent property and had wrongly believed that the Remnant Lands formed part of its own property, in part because they had been taxed on the same for decades;
- (g) Italpasta Group was redeveloping its property, to expanded industrial production, and was required to (i) revise its development plans or (ii) acquire the Remnant Lands;
- (h) on June 14, 2022, on the application of Italpasta Group pursuant to s. 41(11) of the *Bankruptcy and Insolvency Act*, R.S.C. 1988 c. B-3 (the “**BIA**”):
 - (i) MNP Ltd. was appoint as Trustee of the Bankrupt’s Estate;
 - (ii) a stalking horse agreement to sell the Remnant Lands to a member of the Italpasta Group was approved; and
 - (iii) an expedited and targeted stalking horse sale process was approved;
- (i) the Trustee administered the sale process, the Italpasta Group was the successful purchaser and the transaction closed on July 22, 2022;

Discovery of Additional Lands

- (j) although the Trustee understood the Remnant Lands were the only unrealized asset of the Bankrupt’s estate, shortly after completing the above noted sale

process, the Trustee was approached by counsel to RCC, who had identified additional lands retained by the Bankrupt;

- (k) these additional lands comprise twenty-one (21) parcels of railway corridor lands, of irregular shape and size, that are not contiguous but, instead, spread out throughout various industrial areas (the “**Railway Lands**”);
- (l) RCC expressed an interest in acquiring the Railway Lands and tabled a letter of intent which was negotiated by the Trustee and ultimately resulted in a formal stalking horse agreement the process discussed herein;

Railway Lands Stalking Horse Agreement

- (m) RCC and the Trustee entered into the Stalking Horse Agreement of Purchase and Sale on November 8, 2022, for the purchase and sale of the Railway Lands (the “**Stalking Horse APS**”);
- (n) the Stalking Horse APS is discussed in detail in the First Report but principal terms of the same are as follows:
 - (i) the purchase price is \$1,600,000, with a deposit of \$400,000 (or 25%), which deposit is non-refundable except in limited circumstances;
 - (ii) the transaction shall proceed on an “as is, where is” basis and the purchaser shall assume all environmental obligations and a prescriptive easement in favour of Canadian National Railway Company or its successors or assigns;
 - (iii) the Stalking Horse APS will be exposed to the market by way of a stalking horse sales process which contemplates the consideration of offers for all or part of the Railway Lands and the potential for multiple, complementary transactions;

- (iv) it is conditional on being the winning bid in the Sale Process and final Court approval; and
- (v) in the event the Stalking Horse APS is not the winning bid, the Stalking Horse Bidder shall be entitled to and break fee in the amount of \$64,000 and an expense reimbursement in the amount of \$100,000;
- (o) as set out in detail in the First Report, the Trustee has analyzed the Stalking Horse APS, including the break fee and expense entitlement, and believes the same is reasonable in the circumstances; and, the stability and value offered by the Stalking Horse APS will represent significant value to the estate, which the estate would not otherwise be able to realize;

The Stalking Horse Sale Process

- (p) in conjunction with the Stalking Horse APS, the Trustee developed the terms of a sale process and procedures with counsel to RCC, with a view to ensuring the market would be properly canvassed;
- (q) the Sale Process is discussed in detail in the First Report but, in summary, the Sale Process provides:
 - (i) within three (3) business days of the Sale Process Order, the Trustee will prepare an information document and send the same to prospective purchasers identified by the Trustee;
 - (ii) within five (5) business days of the Sale Process Order, the Trustee shall, if it deems doing so advisable and cost-effective, publish notice of the opportunity online and in appropriate print, e-print and industry services;
 - (iii) interested parties signing confidentiality agreements will be given access to a virtual data room and invited to submit written bids, via email to the Trustee;

- (iv) the deadline for bids shall be 5:00 PM (Toronto time) on January 6, 2023 (“**Bid Deadline**”);
- (v) the Trustee may consider two types of bids:
 - (A) “**Qualified Limited Parcel Bids**” – being bids for parcels on an individual or limited basis that otherwise satisfy the requirements of a qualified bid;
 - (B) “**Qualified Bids**” – being bids for the Railway Lands that are on substantially the same terms as the Stalking Horse APS but, among other things, include a purchase price great than the purchase price in the Stalking Horse APS *plus* the expense reimbursement and break fee, *plus* \$46,000, *plus* any commission contemplated by the Offer;
- (vi) following receipt of such bids, the Trustee may explore the possibility of any amendment to the Stalking Horse APS or any Qualified Bid that would allow for the conclusion of one or more complementary transactions (i.e., with one or more Qualified Limited Parcel Bids);
- (vii) where there are no Qualified Bids (and not accepted complementary transactions aggregable to the Stalking Horse Bidder), the Stalking Horse APS shall be the winning bid
- (viii) where there are Qualified Bids (including one or more Qualified Limited Parcel Bids, in aggregate) the Trustee will hold an Auction at 10:00 AM (Toronto time) on January 11, 2023, to select the winning bid(s);
- (ix) following the determination of the winning bid(s) the Trustee will make a motion to the Court for one or more transactions;
- (x) no transactions shall be approved or completed without further order of the Court;

Stalking Horse Charge

- (r) as security for the obligation to pay break fee and expense reimbursement, RCC has requested that the Trustee, in connection with the Sale Process Order, request a charge against the assets of the estate;
- (s) the Trustee is authorized under the BIA, subject to inspector or Court approval, to grant such security and for all those reasons discussed above and in the First Report, believes that such a charge is appropriate in the circumstances;

Approval of the Report

- (t) the Trustee has undertaken those activities which are further detailed in the First Report;
- (u) the First Report fairly and accurately the activities performed by the Trustee since its appointment and the negotiation of the Stalking Horse APs and the Sales Process;

Other Grounds

- (v) the Trustee recommends the approval of the Staking Horse Agreement and the Sales Process;
- (w) the other grounds set out in the First Report;
- (x) the Consolidated Practice Direction Concerning the Commercial List and the inherent equitable jurisdiction of the Court;
- (y) sections 30 and 34 of the BIA;
- (z) Section 100 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43;
- (aa) rules 1.04, 2.03, 3.02 and 37 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and

(bb) such further and other grounds as counsel may advise and this Court may permit.

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

1. the First Report and the appendices thereto; and
2. such further and other material as counsel may advise and this Court may permit.

Date: November 8, 2022

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TAB A

SCHEDULE “A”

DRAFT ORDER

SALES PROCESS ORDER

[see attached]

Court File No. 31-299040

Estate File No. 31-299040

ONTARIO
SUPERIOR COURT OF JUSTICE
[IN BANKRUPTCY AND INSOLVENCY]
(COMMERCIAL LIST)

THE HONOURABLE)	TUESDAY, THE 15 TH
)	
JUSTICE OSBORNE)	DAY OF NOVEMBER, 2022

IN THE MATTER OF THE BANKRUPTCY OF
BRAMALEA INC.
OF THE CITY OF TORONTO IN THE PROVINCE OF ONTARIO

SALE PROCESS APPROVAL ORDER

THIS MOTION, made by MNP Ltd. in its capacity as the trustee (the “**Trustee**”) of the bankruptcy estate of Bramalea Inc. (the “**Bankrupt**”) for an Order substantially in the form included in the Trustee’s Motion Record seeking, *inter alia*, approval of a sale process for the Lands (as defined in the Stalking Horse Agreement) (as defined below)) was heard this day via videoconference.

ON READING the Motion Record of the Trustee, including the First Report of the Trustee dated November 8, 2022 (the “**First Report**”), filed.

ON HEARING the submissions of counsel for the Trustee, counsel for the Stalking Horse Bidder (as defined below) and such other counsel that were present as reflected on the counsel slip, no one else appearing for any party although duly served as appears from the affidavit of service of ● dated ●.

SERVICE AND DEFINITIONS

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

2. **THIS COURT ORDERS** that capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Sale Process attached hereto as Schedule “A” (the “**Sale Process Procedures**”).

APPROVAL OF THE STALKING HORSE BID, THE SALE PROCESS AND THE SALE PROCESS PROCEDURES

3. **THIS COURT ORDERS AND DECLARES** that the execution by the Trustee of the Agreement of Purchase and Sale between the Trustee and RCC Enterprises Inc. o/a Railway Construction Company (the “**Stalking Horse Bidder**”) dated November 8, 2022, in the form attached as Appendix “●” to the First Report (the “**Stalking Horse Agreement**”) is hereby authorized and approved, *nunc pro tunc*.

4. **THIS COURT AUTHORIZES** the Trustee to use the Stalking Horse Agreement as the “stalking horse bid” in the Sale Process. For greater certainty, except as contemplated by paragraphs 7 through 12 hereof, nothing herein approves the transaction contemplated in the Stalking Horse Agreement and the approval of the Stalking Horse Agreement or any other transaction arising from the Sale Process shall be determined on a subsequent motion made to this Court.

5. **THIS COURT ORDERS** that the Sale Process and the Sale Process Procedures, substantially in the form attached hereto, be and are hereby approved, and the Trustee is authorized and directed to carry out the Sale Process in accordance with the Sale Process Procedures and this Order, and is hereby authorized and directed to take such steps as it considers necessary or desirable in carrying out its obligations thereunder, subject to prior approval of this Court being obtained before the completion of any transaction(s) under the Sale Process.

6. **THIS COURT ORDERS** that the Trustee and its respective affiliates, partners, directors, employees, advisors, lawyers, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liability of any nature or kind to any person in connection with or as a result of performing their duties under the Sale Process, except to the extent such losses, claims, damages or liabilities arise or result from the gross negligence or willful misconduct of the Trustee as determined by the Court in a final order that is not subject to appeal or other review.

STALKING HORSE CHARGE

7. **THIS COURT ORDERS** that the Trustee's obligation to pay the Expense Reimbursement and Break Fee (each as defined in the Stalking Horse Agreement) in accordance with the terms of the Stalking Horse Agreement is hereby approved.

8. **THIS COURT ORDERS** that the Stalking Horse Bidder shall be entitled to the benefit of and is hereby granted a charge (the "**Stalking Horse Charge**") on the Lands, which charge shall not exceed an aggregate amount of \$164,000, as security for the payment of the Expense Reimbursement and Break Fee.

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

10. **THIS COURT ORDERS** that the Stalking Horse Charge shall constitute a charge on the Lands and rank in priority to all other security interests, trusts (including deemed trusts), liens, charges and encumbrances and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**") in favour of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "**Persons**" and each being a "**Person**") notwithstanding the order of perfection or attachment.

11. **THIS COURT ORDERS** that the Trustee shall not grant any Encumbrances over the Lands that rank in priority to, or *pari passu* with, the Stalking Horse Charge, unless the Trustee also obtains the prior written consent of the Stalking Horse Bidder.

12. **THIS COURT ORDERS** that the Stalking Horse Charge shall not be rendered invalid or unenforceable and the rights and remedies of the Stalking Horse Bidder in connection therewith shall not otherwise be limited or impaired in any way by: (a) the bankruptcy of the Bankrupt or the pendency of these proceedings; (b) the provisions of any federal or provincial statutes; or (c) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances contained in any existing loan documents, lease,

sublease, offer to lease or other agreement (collectively, an “**Agreement**”) which binds the Bankrupt, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Stalking Horse Charge shall not create or be deemed to constitute a breach by the Bankrupt of any Agreement to which it is a party;
- (b) the Stalking Horse Bidder shall have no liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Stalking Horse Charge; and
- (c) the granting of the Stalking Horse Charge and the payment of the Expense Reimbursement and/or Break Fee by the Trustee does not and will not constitute a preference, fraudulent conveyance, transfer at undervalue, oppressive conduct, or other challengeable or voidable transaction under any applicable law.

CASL

13. **THIS COURT ORDERS** that the Trustee (and its representatives, advisors and counsel) are at liberty to serve or distribute this Order and any other materials and orders as may be reasonably required in these proceedings, including any notices or other correspondence, by forwarding true copies thereof by electronic message to the Bankrupt’s creditors or other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 81000-2-175 (SOR/DORS).

APPROVAL OF ACTIVITIES

14. **THIS COURT ORDERS** that the First Report, and the activities and conduct of the Trustee as set out therein, are hereby approved; provided, however, that only the Trustee, 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 approvals.

GENERAL

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

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

17. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Toronto time) on the date of this Order.

SCHEDULE "A"

SALE PROCESS PROCEDURES

[ATTACHED]

SCHEDULE “A”

SALE PROCEDURES RE: LANDS SUBJECT TO STALKING HORSE BID

Defined Terms

1. These sale procedures, and the sale process described herein, shall collectively be hereinafter referred to as the “**Sale Process**”.
2. All capitalized terms contained herein but not otherwise defined herein shall have the meanings ascribed thereto in the Stalking Horse Agreement (as defined below) to which this schedule is appended.
3. “**Bankrupt**” shall mean Bramalea Inc.
4. “**Trustee**” shall mean MNP Ltd., solely in its capacity as licensed insolvency trustee of the estate of Bramalea Inc. (the “**Estate**”) appointed pursuant to Section 41(11) of the *Bankruptcy and Insolvency Act* pursuant to the Order of the Court dated June 14, 2022.
5. For purposes hereof, “**Stalking Horse Bid**” shall mean the transaction contemplated by the agreement of purchase and sale (the “**Stalking Horse Agreement**”) between the Trustee, as vendor, and RCC Enterprises Inc. o/a Railway Construction Company, as purchaser, (the “**Stalking Horse Bidder**”) dated November 8, 2022, and approved as the Stalking Horse Bid by Order of the Ontario Superior Court of Justice (In Bankruptcy and Insolvency) [Commercial List] (the “**Court**”) issued on November 15, 2022 (the “**Sale Process Order**”).
6. “**Lands**” shall mean those parcels of land that are described in Schedule A to the Stalking Horse Agreement.

Commencement of the Sale Process

7. The Sale Process shall commence immediately following the date on which Sale Process Order is issued (the “**Commencement Date**”).
8. Within three (3) business days of the Commencement Date, the Trustee shall contact parties identified by the Trustee (the “**Potential Bidders**”) who may be interested in purchasing the Lands and provide those parties notice of the Transaction and Sale Process by way of an information document (the “**Sale Information Document**”). The Sale Information Document shall contain general details about the Transaction and the opportunity to purchase the Lands, or any part thereof (the “**Opportunity**”), as well as some general background information about the Bankrupt.

9. Within five business (5) days of the Commencement Date, or as soon thereafter as is practical, if the Trustee deems it advisable and cost-effective, the Trustee shall also (a) publish a notice advertising the Opportunity in the National Post and/or such other trade publications or other publications as the Trustee may deem appropriate or advisable, and (b) post the Opportunity on its website.
10. Any person or entity that contacts the Trustee and expresses an interest in the Opportunity, and that was not identified by the Trustee previously under Section 8 hereof, shall be deemed a “Potential Bidder” for all other purposes hereunder.

Due Diligence

11. Any Potential Bidders who advise the Trustee of their interest in participating in the Sale Process shall execute a non-disclosure agreement (the “NDA”) in a form satisfactory to the Trustee.
12. Commencing on the Commencement Date (and after each respective Potential Bidder has executed the NDA), the Trustee shall make available to each Potential Bidder the following:
 - a) a copy of the Stalking Horse Agreement and the Sale Process Order, including this Sale Process; and
 - b) access to an electronic data room, to be maintained by the Trustee, which shall contain information pertaining to the Opportunity which is in the Trustee’s possession.

Bid Deadline

13. All bids must be submitted in writing to the Trustee (via email to Sheldon Title at sheldon.title@mnp.ca) so as to be received by the Trustee by no later than 5:00pm (Toronto time) on January 6, 2023 (the “**Bid Deadline**”).

Consideration of Bids

14. The Trustee may consider bids in respect of all or any part of the Lands, provided that the Trustee shall only consider Qualified Bids (*as defined below*) and Qualified Limited Parcel Bids (*as defined below*).

Consideration of Qualified Limited Parcel Bids

15. The Trustee may consider bids on parcels comprising the Lands on an individual or limited basis provided that any such bid meets the following requirements:

- i. it must be received by the Trustee on or before the Bid Deadline;
- ii. it must be submitted in writing, identifying the specific parcels of the Lands to which it applies and the proposed cash purchase price for such parcels, and otherwise substantially in the form of the Stalking Horse Agreement (but excluding any entitlement to a break fee or expense reimbursement), with any changes to the offer blacklined against the Stalking Horse Agreement;
- iii. it must be irrevocable until five (5) business days after the Auction (as defined below);
- iv. it must be accompanied by a deposit in the form of a certified cheque or bank draft (or in the form of confirmed wire transfer in the case of offers submitted electronically) payable to “MNP Ltd., in trust” which is equal to at least twenty-five percent (25%) of the total purchase price payable under the bid;
- v. it is on an “as is, where is” basis and includes an acknowledgement that the offeror has relied solely on its own independent review and investigation and that it has not relied on any representation by the Bankrupt, the Trustee or their respective agents, employees or advisers;
- vi. it must not contain any condition or contingency relating to due diligence or financing or any other material conditions precedent to the offeror’s obligation to complete the transaction other than Court approval of the transaction; and
- vii. it must include written evidence, satisfactory to the Trustee, that the offeror has the financial means to complete the proposed acquisition.

Any bid meeting the foregoing requirements shall be a “**Qualified Limited Parcel Bid**” hereunder.

16. In considering Qualified Limited Parcel Bids, the Trustee may:
 - a) seek to negotiate with the Stalking Horse Bidder and/or any other Potential Bidder submitting a Qualified Bid (a “**Qualified Bidder**”) to determine if any or all such parties will agree to amend their respective bids to allow the Trustee to conclude one or more Qualified Limited Parcel Bids (it being understood that the Stalking Horse Bidder shall maintain its sole and absolute discretion as to whether or not to agree to remove any parcels comprising the Lands from the Transaction), and, if such amendments can be agreed, where there is more than one Qualified Bid, the Trustee shall proceed to an Auction between the Stalking Horse Bidder and any other Qualified Bidders only in respect of those Lands not included in such Qualified Limited Parcel Bids;

- b) designate two or more Qualified Limited Parcel Bids, in aggregate, as a Qualified Bid; provided that such Qualified Limited Parcel Bids, taken together, must satisfy all elements of a Qualified Bid as set out in Section 17, below, including an aggregate purchase price satisfying Section 17(b), below (an “**Aggregated Qualified Bid**” and the parties submitting the Aggregated Qualified Bid, the “**Aggregate Qualified Bidders**”) and proceed to an Auction among the Stalking Horse Bidder, any other Qualified Bidders and the Aggregate Qualified Bidders; and/or
- c) elect to reject any Qualified Limited Parcel Bids in its sole and absolute discretion, including because: (i) the proposed purchase price or other terms of a Qualified Limited Bid are not satisfactory to the Trustee; or (ii) a Qualified Limited Parcel Bid cannot be consummated in light of the terms of the Stalking Horse Bid or any other Qualified Bid (including following any negotiations as contemplated by Section 16(a).

Consideration of Qualified Bids

17. Save and except for Qualified Limited Parcel Bids, a bid will only be considered in this Sale Process if it is received by the Trustee on or before the Bid Deadline and it meets the following minimum criteria (any such bid submitted by a Potential Bidder being a “**Qualified Bid**”):
- a) it must be submitted in writing, substantially in the form of the Stalking Horse Agreement (but excluding any entitlement to a break fee or expense reimbursement), with any changes to the offer blacklined against the Stalking Horse Agreement;
 - b) it must be for a cash purchase price equal to or greater than the sum of:
 - (i) the Purchase Price; plus
 - (ii) the Expense Reimbursement (\$100,000) and Break Fee (\$64,000); plus
 - (iii) \$46,000; plus
 - (iv) the amount, if any, sufficient to fully satisfy any commission payable by the Trustee in connection with the transaction contemplated by the bid;
 - c) it must be irrevocable until five (5) business days after the Auction;
 - d) it must be accompanied by a deposit in the form of a certified cheque or bank draft (or in the form of confirmed wire transfer in the case of offers submitted electronically) payable to “MNP Ltd., in trust” which is equal to at least twenty-five percent (25%) of the total purchase price payable under the offer, and \$25,000 of such deposit must be non-refundable in the circumstances described in Section 27 hereof;
 - e) it is on an “as is, where is” basis and includes an acknowledgement that the offeror has relied solely on its own independent review and investigation and that it has not relied on any representation by the Bankrupt, the Trustee or their respective agents, employees or advisers;

- f) it must not contain any condition or contingency relating to due diligence or financing or any other material conditions precedent to the offeror's obligation to complete the transaction other than Court approval of the transaction; and
- g) it must include written evidence, satisfactory to the Trustee, that the offeror has the financial means to complete the proposed acquisition,

provided however that the Trustee may, in exercising its reasonable discretion, waive strict compliance with one or more of the foregoing Qualified Bid requirements and deem such non-compliant offer to be a Qualified Bid.

- 18. The Stalking Horse Bid shall be deemed to be a Qualified Bid and the Stalking Horse Bidder shall be deemed to be a Qualified Bidder for all purposes in the Sale Process.
- 19. Qualified Bids for all or part of the Lands will be considered.

Potential Auction

- 20. For the purposes of Sections 20 through 24 hereof, the term "Qualified Bid" shall include any Aggregated Qualified Bid.
- 21. If no Qualified Bid (other than the Stalking Horse Bid) is received by the Bid Deadline, the Auction will not be held, the Stalking Horse Bid shall be deemed the Winning Bid (as hereinafter defined) and the Trustee shall proceed to seek the Approval & Vesting Order in accordance with the Stalking Horse Agreement and, subject to the issuance of same, proceed to close the Transaction with the Stalking Horse Bidder in accordance with the Stalking Horse Agreement and pursuant to the Approval & Vesting Order.
- 22. If one or more Qualified Bids (other than the Stalking Horse Bid) is received by the Bid Deadline, the Trustee shall extend invitations by phone, fax and/or email by 10:00 a.m. (Toronto time) on January 9, 2023, to all Qualified Bidders (including the Stalking Horse Bidder) and their counsel and other advisors to attend an auction for the Lands (the "**Auction**"). The Auction shall be held beginning at 10:00 a.m. (Toronto time) on January 11, 2023, at the offices of the Trustee or by video conference, as the Trustee may deem fit.
- 23. The Trustee shall conduct the Auction. At the Auction, the bidding shall begin initially with the highest Qualified Bid (a copy of which, including any and all Qualified Limited Parcel Bids comprising same, shall be provided by the Trustee to all Qualified Bidders not less than 48 hours prior to the start of the Auction) and subsequently continue in multiples of \$50,000, or such greater amount as the Trustee determines to facilitate the Auction. Additional consideration in excess of the amount set forth in the highest Qualified Bid must be comprised only of cash consideration. Subject to the foregoing, the other procedures for the Auction shall be determined by the Trustee in its reasonable discretion as it considers advisable or appropriate so as to facilitate a fair and transparent Auction process, with a goal of achieving the best result for the Estate, and shall be provided in writing to all Qualified Bidders prior to the start of the Auction.

24. Where the Auction involves an Aggregated Qualified Bid, the Trustee shall make such modifications to the Auction terms as the Trustee deems necessary, advisable or appropriate so as to facilitate a fair and transparent Auction process, with a goal of achieving the best result for the Estate, including but not limited to seeking any increase in offer price from the Aggregated Qualified Bidders, first, on a pro rata basis based on their pro rata share of the Aggregated Qualified Bid purchase price and, thereafter, on such other terms that are acceptable among them and the Trustee.

Selection of the Winning Bid(s)

25. The winning bid(s) in the Sale Process shall be, either:
- a. the Stalking Horse Bid, in the event that no other Qualified Bid or Qualified Limited Parcel Bid is received by the Bid Deadline (or any Qualified Limited Parcel Bid(s) received by the Bid Deadline are rejected by the Trustee in accordance with Section 16(c);
 - b. the Stalking Horse Bid and one or more Qualified Limited Parcel Bids, in the event that no other Qualified Bid is received by the Bid Deadline but Qualified Limited Parcel Bid(s) are received by the Bid Deadline, and the Trustee and Stalking Horse Bidder are able to negotiate a mutually acceptable amendment to the Stalking Horse Bid that permits the conclusion of one or more of such Qualified Limited Parcel Bid(s);
 - c. the highest and best Qualified Bid, as determined by the Trustee, received at the conclusion of the Auction and one or more Qualified Limited Parcel Bids, in the event that one or more Qualified Bids (other than the Stalking Horse Bid) and Qualified Limited Parcel Bids are received by the Bid Deadline and the Trustee and such bidders are able to negotiate mutual acceptable amendments to one or more Qualified Bids that permits the conclusion of such Qualified Limited Parcel Bids and an Auction in respect of the Lands not included in the accepted Qualified Limited Parcel Bids; or
 - d. the highest and best Qualified Bid, as determined by the Trustee, received at the conclusion of the Auction, in the event that one or more Qualified Bids other than the Stalking Horse Bid (including an Aggregated Qualified Bid) are received by the Bid Deadline.

Such winning bid or bids shall hereinafter be referred to as the “**Winning Bid(s)**”.

Court Approval

26. Following the determination of the Winning Bid(s), the Trustee will make a motion to the Court (the “**Approval Motion**”) for one or more approval and vesting orders (collectively, the “**Approval and Vesting Order**”) in respect of the Winning Bid(s) and the underlying purchase agreement(s) (the “**Final Purchase Agreement(s)**”).

Other Terms

27. All deposits received (except deposits received from the Stalking Horse Bidder and deposits in respect of the Winning Bid(s)) shall be held by the Trustee “in trust” in a non-interest-bearing account. All deposits submitted by Potential Bidders who did not submit the Winning Bid(s) shall be returned, without interest, as soon as practicable following the date on which any such offers are deemed rejected hereunder. The Deposit received from the Stalking Horse Bidder shall be dealt with in accordance with the Stalking Horse Agreement. The deposit(s) forming part of any Winning Bid(s) other than the Stalking Horse Agreement shall be dealt with in accordance with the Final Purchase Agreement(s), it being understood that \$25,000 of the deposit(s) provided in respect of any such Winning Bid(s) shall be non-refundable and may be immediately accessed by the Trustee to refund the Process Fee Amount to the Stalking Horse Bidder in accordance with the terms of the Stalking Horse Agreement in the event the Stalking Horse Bid is not selected as the Winning Bid.
28. In the event that any deposit is forfeited for any reason it shall be forfeited as liquidated damages and not as a penalty.
29. All Qualified Bids and Qualified Limited Parcel Bids (other than the Winning Bid(s)) shall be deemed rejected once the Approval and Vesting Order is granted by the Court and the transaction(s) contemplated by the Winning Bid(s) are completed.
30. In the event that the Stalking Horse Bid is not the Winning Bid, then: (i) the full Deposit under the Stalking Horse Agreement will be immediately returned by the Trustee to the Stalking Horse Bidder (with the Process Fee Amount to be funded from the non-refundable portion of the deposit provided in respect of the Winning Bid); and (ii) the Stalking Horse Bidder shall be entitled to a break fee of \$64,000 and an expense reimbursement fee of up to \$100,000 (collectively, the “**Expense Reimbursement and Break Fee**”) which shall be payable by the Trustee immediately following the closing of the Winning Bid(s).
31. The Sale Process does not, and will not be interpreted to, create any contractual or other legal relationship between the Trustee and any Potential Bidder, any Qualified Bidder, or any other party, other than as specifically set forth in a definitive agreement (including the Stalking Horse Agreement). Except as specifically set forth in a definitive agreement (including the Stalking Horse Agreement), any party that submits a bid in the Sale Process expressly acknowledges and agrees that the Trustee has not made any commitment or otherwise incurred any obligation to consider or conclude any transaction with that party.
32. Participants in the Sale Process are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any Qualified Bid and/or Qualified Limited Parcel Bid, due diligence activities, and any further negotiations or other actions, whether or not they lead to the consummation of a transaction. Except for the payment of the Expense Reimbursement and Break Fee to the Stalking Horse Bidder, if payable pursuant to the Stalking Horse Agreement, no party will be entitled for any reason to

reimbursement for any costs or expenses incurred in reliance upon the procedures set forth herein.

33. Except as otherwise provided in any order of the Court, the Court shall retain jurisdiction to hear and determine all matters arising from or relating to the implementation of the Sale Process Order, the Sale Process and these procedures.
34. Subject to the terms of the Stalking Horse Agreement and any other definitive agreement(s) in respect of a Winning Bid, the Trustee shall not have any liability whatsoever to any person or party, including, without limitation, to any Potential Bidder, Qualified Bidder, or any creditor or other stakeholder, for any act or omission related to this Sale Process. By submitting a bid, each Potential Bidder shall be deemed to have agreed that it has no claim against the Trustee for any reason, matter or thing whatsoever, except as a result of any gross negligence or wilful misconduct on the part of the Trustee.
35. Nothing contained in the Sale Process Order or these procedures shall create any rights in any person (including, without limitation, any bidder in the Sale Process and any rights as third party beneficiaries or otherwise), other than the rights expressly granted to the Stalking Horse Bidder pursuant to the Sale Process Order.
36. Nothing in these procedures shall be construed so as to modify, restrict, limit or impair the rights of the Stalking Horse Bidder under the Stalking Horse Agreement and, as between the Trustee and the Stalking Horse Bidder, the terms of the Stalking Horse Agreement shall prevail to the extent of any direct and irreconcilable conflict between these procedures and the Stalking Horse Agreement.
37. The Trustee shall have the right to adopt such other rules and revise these terms and conditions in a manner that, in its reasonable discretion, will better promote the goals of the Sale Process; provided, however, that the Trustee may not revise the terms and conditions contained in Sections 13 or 17(b) or in a manner that impairs the Stalking Horse Bidder's rights under the Stalking Horse Agreement.

**IN THE MATTER OF THE BANKRUPTCY OF BRAMALEA INC. OF THE CITY OF
TORONTO IN THE PROVINCE OF ONTARIO**

Court File No.: CV-31-299040
Estate File No. 31-299040

ONTARIO
SUPERIOR COURT OF JUSTICE
[IN BANKRUPTCY AND INSOLVENCY]
(COMMERCIAL LIST)
Proceeding commenced at Toronto

SALE PROCESS APPROVAL ORDER

LOOPSTRA NIXON LLP
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Lawyers for the Trustee, MNP Ltd.

**IN THE MATTER OF THE BANKRUPTCY OF BRAMALEA INC. OF THE CITY OF
TORONTO IN THE PROVINCE OF ONTARIO**

Court File No. 31-299040
Estate File No. 31-299040

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

NOTICE OF MOTION
(returnable November 15, 2022 @ 11:30am
via Judicial Videoconference)

LOOPSTRA NIXON LLP
135 Queens Plate Drive – Suite 600
Toronto, ON M9W 6V7

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*Lawyers for MNP Ltd., Licenses Insolvency
Trustee of the bankruptcy estate of Bramalea Inc.*

TAB 2

Court File No.: 31-299040

**ONTARIO
SUPERIOR COURT OF JUSTICE
[IN BANKRUPTCY AND INSOLVENCY]
(COMMERCIAL LIST)**

**IN THE MATTER OF THE BANKRUPTCY OF
BRAMALEA INC.
OF THE CITY OF TORONTO IN THE PROVINCE OF ONTARIO**

**FIRST REPORT OF THE TRUSTEE
SUBMITTED BY MNP LTD.**

NOVEMBER 8, 2022

I. INTRODUCTION AND PURPOSE

1. On June 14, 2022 (“**Date of Appointment**”), on a motion made by Italtasta Limited (“**Italtasta**”), the Ontario Superior Court of Justice – Commercial List (the “**Court**”) ordered (the “**Appointment Order**”), *inter alia*, the appointment of MNP Ltd. (“**MNP**”) as Licensed Insolvency Trustee (the “**Trustee**”) of Bramalea Inc. (“**Bramalea**” or the “**Bankrupt**”) pursuant to section 41(11) of the *Bankruptcy and Insolvency Act* (“**BIA**”). A copy of the Appointment Order and the Certificate of Filing issued by the Office of the Superintendent of Bankruptcy (“**OSB**”) are attached as Appendix “A”.
2. Bramalea had previously carried on business as a real estate developer.
3. On April 26, 1995, Bramalea was adjudged a bankrupt and Ernst & Young Inc. (“**EYI**”) was appointed as Trustee of Bramalea’s bankruptcy estate. EYI was discharged as Trustee on September 15, 1997.
4. On April 26, 1995, Coopers & Lybrand Ltd. was appointed Receiver of Bramalea’s property and was discharged on June 5, 1998.

5. The Trustee has accessed a limited number of publicly available records from the Court file and from EYI. Prior to its appointment, the OSB advised the Trustee that its office had destroyed the estate file in March 2014. EYI's final statement of receipts and disbursements, dated April 26, 1997, a copy of which is not presently available, reflected receipts of approximately \$542,309 and disbursements of approximately \$1,510,841. Based on the Trustee's review of the limited documents available, the Trustee has been unable to determine, among other things, the creditors that had submitted proven claims in Bramalea's bankruptcy.
6. At the Date of Appointment, Bramalea held an interest in two parcels of land in the City of Brampton, namely: (i) PIN 14025-0180 ("**Parcel 180**") and (ii) PIN 14025-0181 (collectively, the "**Remnant Lands**") which, subject to the rights of any secured creditors, vested in the Trustee. At the Date of Appointment, Italpasta understood the Remnant Lands were Bramalea's only remaining property.
7. The Remnant Lands are adjacent to PIN 14025- 27 ("**Parcel 27**"), PIN 14025-28 ("**Parcel 28**") on Nuggett Court, Brampton, Ontario. Joseph Vitale Management Limited ("**JVML**") and 1960526 Ontario Inc. (together, with Italpasta, the "**Italpasta Group**") hold the real property forming Parcel 27 and Parcel 28, respectively (the "**Italpasta Facilities**"). Italpasta, which is in the business of, among other things, the manufacture, packaging and distribution of food products, operates out of the Italpasta Facilities, including a large manufacturing facility at 116 Nuggett Court, Brampton, Ontario.
8. As noted in the affidavit materials filed by Italpasta, an approved site plan from 1995 wrongly treats the Remnant Lands as part of the Italpasta Facilities and the Remnant Lands were included on a single tax roll, with the City of Brampton taxing the Remnant Lands as part of the Italpasta Group's property. The Italpasta Group is in the process of developing its properties to upgrade and evolve its operations and discovered that the Remnant Lands are not part of the Italpasta Group's property. Accordingly, its development plans could not proceed until the status of the Remnant Lands was addressed.
9. Given the foregoing, Italpasta sought the appointment of the Trustee for the principal purpose of providing it with an opportunity to acquire the Remnant Lands to facilitate its

development of the Italtapa Group's properties. JVML was desirous of acquiring the Remnant Lands from Bramalea's bankruptcy estate in order to facilitate this development and submitted an agreement of purchase and sale dated June 6, 2022 (the "**JVML APS**") to be considered as part of any sales process for the Remnant Lands to be conducted by the Trustee.

10. In connection with Italtapa's application to Court, the Trustee filed a pre-filing report, dated June 9, 2022 (the "**Pre-Filing Report**"), describing a sales process (the "**Sales Process**") in respect of the Remnant Lands. The Appointment Order approved the Sales Process.

PURPOSE OF THE REPORT

11. The purpose of this Report is to provide the Court with:
- a. an update relating to the Sales Process and the closing of the transaction involving the Remnant Lands;
 - b. the Trustee's activities since the date of the Pre-Filing Report, including relating to its discussions and negotiations with representatives of RCC Enterprises Inc. o/a Railway Construction Company ("**RCC**") and its counsel in connection with its interest in acquiring additional lands that were discovered to be the property of the Bankrupt Estate (the "**Railway Lands**", as defined in greater below);
 - c. a summary of the terms of the contemplated stalking horse sale process for the Railway Lands (the "**Stalking Horse Sale Process**"), including the Sale Process Procedures related thereto (the "**Sale Process Procedures**");
 - d. a summary of the terms of a stalking horse asset purchase agreement (the "**Stalking Horse APS**") executed between the Trustee and RCC (the "**Stalking Horse Bidder**") dated November 8, 2022 pursuant to which RCC has agreed to purchase the Railway Lands and act as the "stalking horse" in the Stalking Horse Sale Process, in each case subject to the approval of this Court;

- e. the Trustee's recommendations and observation in connection with its request that the Court make an order (the "**Sale Process Order**"), *inter alia*:
- i. approving this Report and the Trustee's actions, conduct and activities described herein
 - ii. approving the Stalking Horse Sales Process and the Sale Process Procedures;
 - iii. authorizing the execution by the Trustee of the Stalking Horse APS between the Trustee and the Stalking Horse Bidder, *nunc pro tunc*;
 - iv. approving the Stalking Horse APS, solely for the purposes of being the "stalking horse" bid (the "**Stalking Horse Bid**") in the Stalking Horse Sale Process, provided that if RCC is the successful bidder in the Stalking Horse Sale Process (the "**Successful Bidder**"), completion of the transaction contemplated by the Stalking Horse APS and the Stalking Horse Sale Process will be subject to the Court's approval upon a further motion by the Trustee;
 - v. approving the Stalking Horse Charge (as defined below) as security for the payment of the Expense Reimbursement and Break Fee (each defined below);
 - vi. authorizing the Trustee (and its representatives, advisors and counsel) to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Bankrupt's known creditors or other interested parties and their advisors; and
 - vii. such further and other relief as counsel may advise and this Honourable Court may permit.

RESTRICTIONS

12. In preparing this Report and making the comments herein, the Trustee has been provided with, and has relied upon, certain information relating to the Remnant Lands, the Lands, the Affidavit of Joseph Vitale, sworn on June 6, 2022 (the “**Vitale Affidavit**”) included in Italpasta’s motion record dated June 6, 2022 (the “**Motion Record**”), and information from other third-party sources (collectively, the “**Information**”). Except as described in this Report, the Trustee has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards of the Chartered Professional Accountants of Canada.
13. All references to currency in this Report are in Canadian Dollars.

ACTIVITIES OF THE TRUSTEE

Completion of Sale of Remnant Lands

14. The Trustee carried out the Sale Process as set out in the Appointment Order in respect of the Remnant Lands, wherein it did not yield any Qualifying Bids, as such term is defined in the Sale Process, other than the JVML APS. The terms of the Sale Process provided that if there are no Qualifying Offers (other than the JVML APS), the transaction contemplated by the JVML APS shall close immediately pursuant to the Approval and Vesting Order. The transaction closed on July 22, 2022.
15. On closing of the transaction in respect of the Remnant Lands, the Approval and Vesting Order in connection with the Remnant Lands (the “**Remnant Lands AVO**”) was filed with the Land Registry Office (“**LRO**”). The land transfer was receipted by the LRO but not registered. Registration often takes weeks as various documents work through the LRO queue. In early October 2022, the LRO advised counsel that because the land in question was held in the name of predecessor corporations of the Bankrupt, the LRO would not register the Remnant Lands AVO without clarifications. In order to expedite a resolution, on October 4, 2022, an Amended & Restated Remnant Lands AVO was submitted to Court and signed by Justice Conway on the same day. A copy of the Amended & Restated

Remnant Land AVO is attached hereto as Appendix “B”. The LRO has since registered the order and recorded the transfer of title to JVML.

16. In addition to the above, since the Date of Appointment, the Trustee has:

- (a) posted the Notices, the Motion Record and the Appointment Order on the case website;
- (b) exchanged emails with and engaged in a telephone call with representatives of Borden Ladner Gervais LLP (“**BLG**”), counsel to the City of Brampton, in respect of expropriation proceedings the City of Brampton commenced in relation to a piece of property that is located in the middle of the right-of-way designated Williams Parkway in Brampton. BLG advises that this parcel appears to have been inadvertently retained by a predecessor corporation to Bramalea at the time of road dedication;
- (c) confirmed with Canadian Imperial Bank of Commerce, who held a debenture in the amount of \$500,000,000 bearing interest at 30% per annum compounding monthly secured by a charge against, among other properties, Parcel 180, that it is unable to match the legal descriptions of the Remnant Lands to a loss, and will not be able to file a proof of claim in Bramalea’s bankruptcy; and
- (d) as detailed herein, negotiated the Stalking Horse APS with RCC.

UNREALIZED PROPERTY IN BRAMALEA’S NAME

17. As noted above, on the Date of Appointment, the Trustee understood that Remnant Lands were the only property remaining to be realized. However, on July 19, 2022, the Trustee was approached by counsel to RCC to advise the Trustee of RCC’s interest in acquiring the Railway Lands, consisting of twenty-one (21) parcels of railway corridor lands located in industrial areas of Brampton, Ontario. The Railway Lands are not contiguous, but instead comprise parcels of (generally small) size and various shapes spread out throughout the industrial areas. The Railway Lands are each subject to a prescriptive easement in favour of Canadian National Railway Company. In its consultations with a trusted realtor, the Trustee was advised that given the uniqueness of the Railway Lands, a specific type

and use is difficult to ascertain. Copies of the parcel searches for each property comprising the Railway Lands are attached hereto, collectively, as Appendix “C”. A table including map excerpts identifying the Railway Lands, is attached hereto as Appendix “D”.

18. The Trustee has not carried out an environment assessment of the Railway Lands. However, given the prior use of the Railway Lands, there is risk that the Railway Lands are contaminated or will be perceived as being contaminated, which environmental concerns may impact on the saleability of the Railway Lands. Contamination along rail corridors may be found along any stretch of corridor and contamination associated with industrial uses alongside it. These risks may limit the pool of buyers to those capable of acquiring the Railway Lands without financing. These environmental risks may not deter potential purchasers looking to acquire the Railway Lands for railway related use and/or owners of the industrial properties adjacent to or abutting the Railway Lands from making an offer.
19. After becoming aware of the existence of Railway Lands and RCC’s interest in acquiring the Lands, the Trustee:
 - a. sought the assistance of Chris Kelos of the Corbo Kelos Group (“**Kelos**”), who also assisted the Trustee in its due diligence of the Remnant Lands;
 - b. attended to inspect the Railway Lands;
 - c. coordinated for land registry searches to be conducted against the parcels comprising the Railway Lands; and
 - d. as described in greater detail below, met and corresponded with representatives of RCC and its counsel from time to time to negotiate the terms of a potential transaction and sale process in respect of the Railway Lands.
20. The discussions between RCC and Trustee culminated in the parties negotiating a non-binding Term Sheet, dated October 26, 2022, which set out the terms and conditions under which RCC would be prepared to acquire the Railway Lands.

21. After settling the Term Sheet, the parties continued efforts towards negotiating the terms of the Stalking Horse APS, to serve as the Stalking Horse Bid in the Stalking Horse Sale Process.
22. On November 8, 2022, the parties finalized the Stalking Horse Bid, which subject to Court approval, is to serve as the “stalking horse” in the Stalking Horse Sale Process.
23. As noted above, due to the lack of available information, the Trustee does not have information concerning the creditor pool of Bramalea and there are no inspectors in this estate, and accordingly, the Trustee has been unable to consult the creditors in regard to this matter. When the Trustee returns to Court to approve a transaction, should the Sale Process be approved, the Trustee anticipates recommending a process to seek out creditors of the Bankrupt’s estate with a view of effecting the distribution of dividends pursuant to the BIA.

STALKING HORSE SALE PROCESS

24. With respect to developing a marketing and solicitation strategy for the Railway Lands, the Trustee consulted with Kelos and other brokers (collectively, the “**Brokers**”).
25. As noted above, the Brokers were each cognizant of certain challenges that exist in marketing the Railway Lands, including, among other things, the uniqueness of the Railway Lands and the potential of environmental contamination.
26. After discussions with the Brokers and having regard to the issues described in the preceding paragraph, the Trustee determined that the most reasonable and commercially efficient approach to market and solicit interest in the Railway Lands would be to enter into the Stalking Horse APS and to conduct the Stalking Horse Sale Process. Among other considerations, the Trustee formed the view that the Stalking Horse Sale Process was the preferred approach for the following reasons:
 - (a) The Stalking Horse APS creates certainty by way of an unconditional bid (save for certain standard conditions, including the granting of an approval and vesting order), and establishes a floor value for the Railway Lands while providing an

opportunity to market the Railway Lands for superior realizations than contemplated by the Stalking Horse APS;

- (b) the Brokers have advised the Trustee that there are other potential parties that may be interested in acquiring the Railway Lands (“**Potential Bidders**”), including suppliers to the railways and owners of the properties adjacent to the Railway Lands. The Stalking Horse Sale Process and Sale Process Procedures allow a market test for the benefit of all stakeholders and provide an opportunity to complete a transaction with greater value than the Stalking Horse APS;
- (c) The minimum overbid increment in the amount of \$46,000¹ (the “**Minimum Bid Increment**”) in comparison to the contemplated purchase price is not excessive and does not present a material hurdle that would prevent other Potential Bidders to submit a bid in the Stalking Horse Sale Process;
- (d) RCC, as the Stalking Horse Bidder, has agreed that the Stalking Horse Sale Process, including the Sale Process Procedures, the Auction (as defined below), and the Minimum Overbid Increment, will govern the conduct of the sale of the Railway Lands in all respects;
- (e) The existence of the Stalking Horse APS preserves the value of the Railway Lands by promoting a more certain transitioning of the Railway Lands to a new owner, while allowing the Trustee the flexibility to canvass to market to determine if a higher or better offer than the Stalking Horse APS is available in the circumstances; and
- (f) as discussed below, the Stalking Horse APS and the Sale Process includes a mechanism that will allow the Trustee to market the Railway Lands as individual parcels as well as “en bloc” and may result in multiple complementary transactions (should the same make economic sense and be a benefit to the estate).

¹ In addition to the \$46,000 Minimum Overbid Increment, in order to be considered a Qualified Bid, a Potential Bidder (other than the Stalking Horse Bidder) would also have to pay the Break Fee and the Expense Reimbursement (each term defined below).

Stalking Horse APS

27. RCC has agreed to act as the Stalking Horse Bidder and, if RCC is selected as the Successful Bidder in accordance with the Sale Process Procedures, RCC would acquire the Railway Lands (subject to approval by the Court). The Stalking Horse APS is conditional on, among other things, this Court approving and authorizing each of the Stalking Horse APS and the Stalking Horse Sale Process, including the Sale Process Procedures. A copy of the Stalking Horse APS is attached hereto as Appendix “E”.
28. The Stalking Horse APS is an offer to purchase the right, title and interest of the Bankrupt and the Trustee to the Lands. The salient terms of the Stalking Horse APS are as follows:²

Vendor	Trustee
Purchaser	RCC
Purchase Price/Deposit	<p>The purchase price for the Railway Lands will be \$1,600,000 (the “Purchase Price”), subject to the adjustments set out below.</p> <p>A deposit in the amount of \$400,000 (being 25% of the Purchase Price) will be paid to the Trustee by bank draft or wire transfer within three (3) business days following the execution of the Stalking Horse APS by the Purchaser (the “Deposit”). The Purchase Price is subject to the adjustments provided for herein.</p> <p>An amount of \$25,000 of the Deposit (the “Process Fee Amount”) may be immediately accessed and employed by the Trustee to fund the Stalking Horse Sale Process and in the event the Proposed Transaction (including any amendment agreed thereto) is the Winning Bid and the Proposed Transaction does not close, for any reason, the Process Fee Amount shall <u>not be refundable</u>.</p>
Proposed Transaction	<p>Subject to the provisions of the Stalking Horse APS, including the issuance of an Approval and Vesting Order (the “AVO”) in form and substance satisfactory to the Purchaser approving the Stalking Horse APS and vesting title in the Purchaser on closing on a “free and clear” basis, except for specified assumed liabilities and permitted encumbrances identified in the Stalking Horse APS, the Purchaser shall acquire the Railway Lands from the Trustee (the “Proposed Transaction”).</p>

² The description of the Stalking Horse APS terms set out below are only a summary and reference should be made to the Stalking Horse APA attached to this Report as Appendix “E” for its specific terms. To the extent not otherwise defined in this Report, the capitalized terms set out in the table below have the meanings ascribed to them in the Stalking Horse APA.

“As is, where is”	Except as set out in the Stalking Horse APS, no representations, warranties, or conditions will be made by the Trustee with respect to the title, physical characteristics, use, zoning, existence of latent defects, maintenance, repair or condition (including environmental condition) or insurability of the Railway Lands, it being the express intention of the Vendor and Purchaser that the Railway Lands be transferred to the Purchaser in their condition at closing time and state of repair, on an “as is, where is” basis and “without recourse”, with all faults.
Assumed Liabilities and Easements	The Purchaser will assume any and all liabilities with respect to (i) the environmental condition of the Railway Lands; and (ii) any prescriptive easement that Canadian National Railway Company or its successors or assigns has or have in perpetuity over the Lands.
Purchase Price Adjustments	The Purchase Price will be subject to adjustments on an accrual basis for all realty taxes, municipal service accounts, utilities costs, and other adjustments established in usual practice for the purchase and sale of properties in the nature of the Railway Lands.
Conditions to Closing	The parties’ respective obligations to consummate the Proposed Transaction is subject to the satisfaction of certain customary conditions, as well as (i) the Sale Process Order being obtained and shall not have been stayed, varied, or vacated; (ii) the AVO having been obtained and shall not be stayed, varied or vacated; and (iii) the Stalking Horse APS being declared the Winning Bid in the Stalking Horse Sale Process.
Termination	<p>The Stalking Horse APS provides that the agreement may be terminated and the Purchaser will immediately be provided a refund of the full Deposit (except for the Process Fee Amount in the case of a termination pursuant to (b), (c) and (d), below) in the following circumstances:</p> <ul style="list-style-type: none"> (a) The Stalking Horse APS is not the Winning Bid following any auction (in which case the Break Fee and the Expense Reimbursement will also be payable to the Purchaser as described below); (b) On the Vendor’s motion to Court for the Sale Process Order, such order is not issued, or it is issued but stayed, varied or vacated prior to the completion of the Proposed Transaction (and, in the case of a stay, such stay is not vacated to allow (in the Purchaser’s discretion) sufficient time to complete the Proposed Transaction as contemplated hereby), in which case the Purchaser is entitled to terminate the Stalking Horse APS or extend the Closing Date;

	<p>(c) On the Vendor’s motion to Court for the AVO, such order is not issued, or it is issued but stayed, varied or vacated prior to the completion of the Proposed Transaction (and, in the case of a stay, such stay is not vacated prior to the closing of the Proposed Transaction), in which case the Purchaser is entitled to terminate the Stalking Horse APS; and</p> <p>(d) The Vendor cannot complete the Proposed Transaction due to an injunction, or it is unable to provide the Purchaser with possession of or conveyance of the Lands (including because the Vendor has exercised the Disclaimer Right), in which case the Purchaser may either extend the Closing Date by no more than 60 days and if the Vendor is unable to remove the impediments to closing by such date, then the Stalking Horse APS will terminate, or terminate its obligations under the Stalking Horse APS.</p>
Break Fee and Expense Reimbursement	Break Fee of 4% of the Purchase Price (\$64,000) and Expense Reimbursement of up to \$100,000.
Expenses	Subject to the obligation of the Vendor to pay the Expense Reimbursement and the Break Fee (as described below) and the covenants of the parties regarding the Process Fee Amount, each of the parties will pay its own legal, accounting and other fees and expenses incurred in connection with the preparation, execution and delivery of the Stalking Horse APS and the completion of the Transaction.
Governing Law	The Stalking Horse APS will be governed by and construed in accordance with the laws of Ontario, and the parties attorn to the courts therein.

29. The Stalking Horse APS contemplates payment of an expense reimbursement of up to \$100,000 (the “**Expense Reimbursement**”) and a break fee of 4% of the Purchase Price, namely \$64,000 (the “**Break Fee**”), in the event that a Qualified Bid other than the Stalking Horse Bid becomes the Winning Bid approved by the Court. The Trustee has analyzed the Break Fee and Expense Reimbursement and compared it to the overall transaction value, and recent break fees and expense reimbursements in other insolvency filings previously approved by Canadian courts. While the contemplated Break Fee and Expense Reimbursement are at the high end of the range as compared to other previously approved transactions, consideration needs to be given to the unique nature of the contemplated

transaction and the scarcity of financial resources available to the estate, necessitating the request for the Process Fee Amount as a potentially non-refundable deposit advanced by RCC to fund the Stalking Horse Sale Process. Additionally, the transaction was sourced, diligenced and presented to the Trustee by RCC, at considerable initial expense to RCC, and RCC has agreed to subject the Stalking Horse Bid to a public marketing process thereby allowing the Trustee to potentially generate greater value for the Bramalea estate. In the circumstances, the Trustee believes that the Break Fee and Expense Reimbursement are reasonable consideration for the stability brought to the Stalking Horse Sale Process by the Stalking Horse Bid; and, reimbursement of RCC's out of pocket costs incurred in preparing and negotiating the Stalking Horse APS and its role in the Stalking Horse Sale Process.

30. As security for the obligation to pay the Expense Reimbursement and Break Fee, RCC has requested that the Trustee, in connection with the Sale Process Order, request a charge against the assets of the Bankrupt estate (the "**Stalking Horse Charge**"). The Trustee is authorized under the BIA to grant security against the assets of the Bankrupt estate, subject to inspector or Court approval, and for all those reasons discussed above, believes that the Stalking Horse Charge is appropriate in the circumstances.
31. The Trustee is of the view that the Break Fee and Expense Reimbursement offers a reasonable balance between its potential adverse effect as a sale deterrent and having the offer under the Stalking Horse APS as a sale stimulator which lends stability to the Stalking Horse Sale Process and facilitates the sale of assets by in an estate which would not otherwise have the financial means to do so.

Sale Process and Sale Process Procedures

32. The Stalking Horse Sale Process will commence upon the issuance by this Court of the Sale Process Order (the "**Commencement Date**"). A detailed set of sales process procedures is appended to the draft Sale Process Order, included in the Trustee's motion materials. An overview of the major components contemplated by the Stalking Horse Sale Process are set out below:

- a. Within three (3) business days of the Commencement Date, the Trustee will prepare an information document (the “**Sale Information Document**”), which will be utilized by the Trustee to provide notice of the Proposed Transaction and Sale Process to other prospective purchasers of the Railway Lands, being a list of prospective purchasers compiled by the Vendor (the “**Potential Bidders**”);
- b. Within five (5) days of the Commencement Date, or as soon thereafter as is practical, if the Trustee deems it advisable and cost-effective, the Trustee shall also (a) publish a notice advertising the opportunity in the National Post and/or such trade or other publications as the Trustee deems appropriate, and (b) post the opportunity on its website;
- c. All Potential Bidders signing a Confidentiality Agreement, in a form acceptable to the Trustee, will be provided with access to an electronic data room, which shall contain information relating to the opportunity which is in the Trustee’s possession;
- d. The deadline for receipt, by the Trustee of written bids (by email to the Trustee) will be 5:00 PM (Toronto time) on January 6, 2023 (“**Bid Deadline**”);
- e. The Stalking Horse Sale Process provides that Potential Bidders may submit written bids on:
 - i. parcels comprising the Railway Lands on an individual or limited basis provided that, *inter alia*, (i) the bid is received by the Trustee on or before the Bid Deadline; (ii) it identifies the specific parcels of Land to which it applies and the proposed cash purchase price for such parcels; (iii) it must be irrevocable until five (5) days after the Auction (as defined below); (iv) it must be accompanied by a deposit equal to at least twenty-five percent (25%) of the total purchase price payable under the bid; and (v) it must be conditional only on Court approval of the transaction and provide evidence that the purchaser can consummate the transaction (such bids are “**Qualified Limited Parcel Bids**”). The Trustee may designate two or more Qualified Limited Parcel Bids, in aggregate, as a Qualified Bid (as defined

below); provided that such Qualified Limited Parcel Bids, taken together, must satisfy all elements of a Qualified Bid (as defined below), (an “**Aggregated Qualified Bid**” and the parties submitting the Aggregated Qualified Bid, the “**Aggregate Qualified Bidders**”) and proceed to an Auction among the Stalking Horse Bidder, any other Qualified Bidders and the Aggregate Qualified Bidders; and/or

- ii. the Railway Lands, provided that, among other things, it provide for: (a) a cash purchase price equal to or greater than the sum of: (i) the Purchase Price; plus (ii) the Expense reimbursement and Break Fee; plus (iii) \$46,000; plus (iv) the amount, if any, sufficient to fully satisfy any commission payable by the Trustee in connection with the transaction contemplated by the bid; (b) it must be it must be irrevocable until five (5) days after the Auction (as defined below); (c) it must be accompanied by a deposit equal to at least twenty-five percent (25%) of the total purchase price payable under the bid, and \$25,000 of such deposit must be non-refundable in certain circumstances as described in the procedures; (d) it must be conditional only on Court approval of the transaction and provide evidence that the purchaser can consummate the transaction (such bids are “**Qualified Bids**”).

- f. The Stalking Horse Bid shall be deemed to be a Qualified Bid and the Stalking Horse Bidder shall be deemed to be a Qualified Bidder for all purposes in the Sale Process.
- g. If the Auction is to be held, the Trustee will conduct an Auction (the “**Auction**”) at 10:00 AM (Toronto time) on January 11, 2023, at the offices of the Trustee or by video conference, as the Trustee may deem fit;
- h. The Auction will include the following key elements:
 - i. Bidding shall begin initially with the highest Qualified Bid;

- ii. Each incremental Auction bid shall provide cash value of \$50,000, or such greater amount as the Trustee determines to facilitate the Auction; and
 - iii. Other procedures for the Auction shall be determined by the Trustee in its reasonable discretion as it considers advisable or appropriate so as to facilitate a fair and transparent Auction process, including providing modifications to the Auction terms to involve an Aggregated Qualified Bidder to participate in the Auction.
- i. The winning bid(s) in the Sale Process shall be, either:
- i. the Stalking Horse Bid, in the event that no other Qualified Bid or Qualified Limited Parcel Bid is received by the Bid Deadline (or any Qualified Limited Parcel Bid(s) received by the Bid Deadline are rejected by the Trustee);
 - ii. the Stalking Horse Bid and one or more Qualified Limited Parcel Bids, in the event that no other Qualified Bid is received by the Bid Deadline but Qualified Limited Parcel Bid(s) are received by the Bid Deadline, and the Trustee and Stalking Horse Bidder are able to negotiate a mutually acceptable amendment to the Stalking Horse Bid that permits the conclusion of one or more of such Qualified Limited Parcel Bid(s);
 - iii. the highest and best Qualified Bid received at the conclusion of the Auction and one or more Qualified Limited Parcel Bids, in the event that one or more Qualified Bids (other than the Stalking Horse Bid) and Qualified Limited Parcel Bids are received by the Bid Deadline and the Trustee and such bidders are able to negotiate mutual acceptable amendments to one or more Qualified Bids that permits the conclusion of such Qualified Limited Parcel Bids and an Auction in respect of the Lands not included in the accepted Qualified Limited Parcel Bids; or
 - iv. the highest and best Qualified Bid received at the conclusion of the Auction, in the event that one or more Qualified Bids other than the Stalking Horse

Bid (including an Aggregated Qualified Bid) are received by the Bid Deadline.

- j. Following the determination of the Winning Bid(s), the Trustee will make a motion to the Court for one or more AVOs in respect of the Winning Bid(s) and the underlying purchase agreements.

SALE PROCESS RECOMMENDATION

33. The Trustee recommends the Court issue an order approving the Stalking Horse APS and the Stalking Horse Sale Process, including granting the Stalking Horse Charge and approving the Sale Process Procedures for the following reasons:

- (a) The Trustee is satisfied that the proposed Stalking Horse Sale Process represents the most efficient and fair process to be administered in the circumstances that will sufficiently expose the Railway Lands for sale to the marketplace and generate the maximum value;
- (b) As noted previously, RCC has agreed that the Stalking Horse Sale Process, including the Sale Process Procedures and the Minimum Overbid Increment, will govern the conduct of the Auction in all respects;
- (c) The Break Fee and the Expense Reimbursement are commercially reasonable given the circumstances;
- (d) The duration of the Stalking Horse Sale Process is reasonable and will provide all Potential Bidders sufficient time to assess the Stalking Horse Bid and potentially submit a superior bid. The Trustee has developed the Stalking Horse Sale Process to solicit bids by the Bid Deadline. The Trustee is of the view that the Stalking Horse Sale Process balances the need to have a sale accomplished in a reasonable timeframe to suit the needs of the Purchaser with the desire to properly expose the Railway Lands to the marketplace to maximize recoveries for the stakeholders; and
- (e) The Trustee believes the consideration payable under the Stalking Horse APS is commercially reasonable and in the best interests of Bramalea's creditors.

34. In carrying out the Stalking Horse Sale Process, the Trustee intends on soliciting interest by sending electronic messages to, among others, companies that supply the railway industry, businesses adjacent to the Railway Lands and other Potential Bidders. The Trustee accordingly requests that the Sale Process Order authorize it to send electronic messages to Potential Bidders as a means of promoting a fulsome marketing of the opportunity in compliance with Canada's anti-spam legislation.

OTHER

35. The Trustee intends on carrying out further investigations into Bramalea's bankruptcy, including having recently instructed its counsel to carry out searches of public databases to determine whether Bramalea continues to have interest in any property other than the Railway Lands and the lands subject to expropriation proceedings, as noted above.
36. As discussed above, when the Trustee returns to Court to approve a transaction, should the Stalking Horse Sale Process be approved, the Trustee anticipates recommending a process to seek out any remaining creditors of the Bankrupt's estate with a view to effecting the distribution of dividends pursuant to the BIA.

CONCLUSION AND RECOMMENDATION

37. Given the foregoing, the Trustee recommends and respectfully requests that the Court grant an order for the relief requested in Paragraph 11(b) of this Report

All of which is respectfully submitted on this 8th day of November 2022.

MNP LTD.

Solely in its capacity Trustee of the estate of
Bramalea Inc., a bankrupt and not in its personal
or corporate capacity.

Per:



Sheldon Title
Licensed Insolvency Trustee

TAB A

Appendix "A"



Industry Canada

Office of the Superintendent
of Bankruptcy CanadaDistrict of ONTARIO
Division No. 09 - Toronto
Court No. 31-299040
Estate No. 31-299040

Industrie Canada

Bureau du surintendant
des faillites Canada

AMENDED

In the Matter of the Bankruptcy of:
BRAMALEA INC.

Debtor

MNP LTD / MNP LTÉE

Licensed Insolvency Trustee

ORDINARY ADMINISTRATION

Date of Bankruptcy: April 26, 1995 Security: \$0

Date of Initial Bankruptcy Event: April 26, 1995

Meeting of Creditors: April 26, 1995, 10:00
TO BE DETERMINED
ABOVE DATE IS DATE AND TIME OF FILING
TORONTO, ONTARIO

Chairman: Trustee

Designated Person: MARVIN MARSHALL

CERTIFICATE OF FILING OF A BANKRUPTCY ORDER - Section 43

I, the undersigned, Official Receiver in and for this bankruptcy district, do hereby certify, that:

- the aforementioned trustee, filed for my endorsement, a bankruptcy order appointing the trustee under section 43(9) of the Bankruptcy and Insolvency Act, Trustee of the Estate of the aforementioned Debtor;
- provisions for the avoidance of certain settlements and preferences where applicable, begin before the initial bankruptcy event date and end on the date of bankruptcy, both dates included.

The designated person is required:

- to perform all duties imposed upon a bankrupt by the Bankruptcy and Insolvency Act and in particular, attend the first meeting of creditors and upon request appear before the Official Receiver for examination.

The said trustee is required:

- to serve upon the designated person, a copy of the bankruptcy order bearing the Official Receiver's endorsement and where applicable a notice of examination;
- to provide to me, without delay, security in the aforementioned amount;
- to send to all creditors, within five days after the date of the trustee's appointment, a notice of the bankruptcy; and
- when applicable to call in the prescribed manner, a first meeting of creditors, to be held at the aforementioned time and place or at any other time and place that may be later requested by the Official Receiver.

Date: June 16, 2022

MARY ADOURIAN

Official Receiver

151 Yonge Street, 4th Floor, Toronto, ONTARIO, M5C 2W7, 877/376-9902

TAB B

Appendix “B”

Court File No. 31-299040
Estate File No. 31-299040

**ONTARIO
SUPERIOR COURT OF JUSTICE
[IN BANKRUPTCY AND INSOLVENCY]
COMMERCIAL LIST**

THE HONOURABLE)	TUESDAY, THE 14 th
)	
JUSTICE CONWAY)	DAY OF JUNE, 2022

**IN THE MATTER OF THE BANKRUPTCY OF
BRAMALEA INC.
OF THE CITY OF TORONTO IN THE PROVINCE OF ONTARIO**

AMENDED AND RESTATED APPROVAL AND VESTING ORDER

THIS MOTION, made by Italpasta Limited (“**Italpasta**” or the “**Applicant**”), an interested person under s. 41(11) of the *Bankruptcy and Insolvency Act*, R.S.C. 1988 c. B-3 (the “**BIA**”), for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between MNP Ltd., a licensed insolvency trustee, as the trustee of the bankruptcy estate (in such capacity, the “**Trustee**”) of Bramalea Inc. (the “**Bankrupt**”), and Joseph Vitale Management Limited, as purchaser, (the “**Purchaser**”), date June 6, 2022 appended to the Pre-Appointment Report of the Trustee dated June 9, 2022 (the “**Report**”), and vesting in the Purchaser all of the Trustee’s and Bankrupt’s right, title and interest in and to the real property described in the Sale Agreement and registered in Land Titles under PIN #14025-0180 and PIN #14025-0181 (collectively, the “**Lands**”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Report and the appendices and confidential appendices thereto, and the affidavit of Joseph Vitale dated June 6, 2022 and the exhibits thereto (the “**Vitale Affidavit**”), the Report and the confidential appendices thereto (the “**Confidential Appendices**”); and, on hearing the submissions of counsel for the Applicant, no one appearing

for any other person on the service list, although properly served as appears from the affidavits of Amanda Adamo sworn June 7 and June 9, 2022, filed:

1. **THIS COURT ORDERS** that the time for service and filing of the Report, the Vitale Affidavit and the motion record in respect of this motion is hereby abridged and validated so that this motion is properly returnable today and dispenses with further service thereof.

1A. **THIS COURT ORDERS AND DECLARES** that, for greater certainty, the current named, registered owners of the Lands, being “Bramalea Limited” and “Bramalea Consolidated Developments Limited”, through one or more amalgamations, were amalgamated to create “Bramalea Inc.”, the Bankrupt.

2. **THIS COURT ORDERS AND DECLARES** that the approval of Transaction and vesting of the Lands in the Purchaser contemplated hereby is conditional on (a) there being no other offers received through the sales process to be administered by the Trustee and approved in these proceedings by separate order of the Court dated June 14, 2022 or (b) the Purchaser being the successful offeror in such sales process.

3. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Trustee is hereby authorized and approved, with such minor amendments as the Trustee may deem necessary. The Trustee 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 Lands to the Purchaser.

4. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Trustee’s certificate to the Purchaser substantially in the form attached as Schedule A hereto (the “**Trustee’s Certificate**”), all of the Bankrupt’s right, title and interest in and to the Lands described in the Sale Agreement and listed on Schedule B hereto shall vest absolutely in the Purchaser, Joseph Vitale Management Limited 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 this Honourable Court; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule 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 Lands are hereby expunged and discharged as against the Lands.

5. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the appropriate Land Titles Division 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 enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "**Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.

6. **THIS COURT ORDERS** that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of the Lands shall stand in the place and stead of the Lands, and that from and after the delivery of the Trustee's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the Lands with the same priority as they had with respect to the Lands immediately prior to the sale, as if the Lands had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

7. **THIS COURT ORDERS AND DIRECTS** the Trustee to file with the Court a copy of the Trustee's Certificate, forthwith after delivery thereof.

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

- (a) the pendency of these proceedings;
- (b) any claims against the Bankrupt and any order issued pursuant to any such bankruptcy applications; and

(c) any further orders made in respect of the Bankrupt;

shall not be void or voidable by creditors of the Bankrupt, nor shall it constitute nor be deemed to be a 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.

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

10. **THIS COURT ORDERS** that this order is effective from today's date and is enforceable without the need for entry and filing.



Schedule A – Form of Trustee’s Certificate

Court File No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
[IN BANKRUPTCY AND INSOLVENCY]
COMMERCIAL LIST**

**IN THE MATTER OF THE BANKRUPTCY OF
BRAMALEA INC.
OF THE CITY OF TORONTO IN THE PROVINCE OF ONTARIO**

TUSTEE’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Conway of the Ontario Superior Court of Justice (the "**Court**") dated June 14, 2022, MNP Ltd. was appointed as the trustee (the "**Trustee**") of the undertaking, property and assets of Bramalea Inc. (the "**Bankrupt**").

B. Pursuant to an Order of the Court dated June 14, 2022 (the "**Approval & Vesting Order**"), the Court approved the agreement of purchase and sale made as of June 6, 2022 (the "**Sale Agreement**") between the Trustee and Joseph Vitale Management Limited (the "**Purchaser**") and provided for the vesting in the Purchaser of all of the Trustee’s and the Bankrupt’s right, title and interest in and to the Lands (*as defined in the Sale Agreement*), which vesting is to be effective with respect to the Lands upon the delivery by the Trustee to the Purchaser of a certificate confirming (i) the payment by the Purchaser of the Purchase Price for the Lands; (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Trustee and the Purchaser; and (iii) the Transaction has been completed to the satisfaction of the Trustee.

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

THE TRUSTEE CERTIFIES the following:

1. the condition set out in paragraph 2 of the Approval & Vesting Order has been met;
2. the Purchaser has paid and the Trustee has received the Purchase Price for the Lands payable on the Closing Date pursuant to the Sale Agreement;
3. the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Trustee and the Purchaser; and
4. the Transaction has been completed to the satisfaction of the Trustee.
5. This Certificate was delivered by the Trustee at _____ [TIME] on _____ [DATE].

**MNP Ltd., solely in its capacity as Trustee
of the undertaking, property and assets of
Bramalea Inc., and not in its personal
capacity**

Per: _____
Name:
Title:

Schedule B – Lands1. **PIN 14025-0180**

PT BLK S PL 977 CHINGUACOUSY PT 4, 43R15748; BRAMPTON

2. **PIN 14025-0181**

PT NUGGETT CT CHINGUACOUSY CLOSED BY RO855059 BEING PT BLK S, PL 977, PT 3,
43R15748 ; S/T RO822095 BRAMPTON

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

Claims to be Deleted and Expunged from PIN 14025-0180 (LT)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
RO600464	1982/01/21	Debenture	\$500,000,000	n/a	Canadian Imperial Bank of Commerce

Claims to be Deleted and Expunged from PIN 14025-0181 (LT)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
RO855313	1988/07/21	Transfer	\$2		Bramalea Limited
RO1087438	1995/03/28	Lien	n/a	n/a	n/a

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

(unaffected by the Vesting Order)

SPECIFIC PERMITTED ENCUMBRANCES / REGISTRATIONS

Re: PIN 14025-0180 (LT)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
PL977	1973/03/30	Plan Subdivision			
VS264566	1973/06/06	Bylaw Ex Part Lot			
43R14908	1987/09/03	Plan Reference			
43R15748	1988/06/03	Plan Reference			
LT2057426	2000/03/07	Notice		Her Majesty the Queen in the Right of the Department of Transport Canada	
PR860650	2005/06/01	Bylaw		The Corporation of the City of Brampton	

(continued on next page)

Re: PIN 14025-0181 (LT)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
VS260858	1973/06/06	Bylaw Ex Part Lot			
43R14722	1987/07/02	Plan Reference			
43R14908	1987/09/03	Plan Reference			
43R14991	1987/08/28	Plan Reference			
RO822095	1987/10/23	Transfer Easement			The Corporation of the City of Brampton
43R15748	1988/06/03	Plan Reference			
LT2057426	2000/03/07	Notice		Her Majesty the Queen in the Right of the Department of Transport Canada	
PR860650	2005/06/01	Bylaw		The Corporation of the City of Brampton	

GENERAL PERMITTED ENCUMBRANCES**Re: PIN 14025-0180 (LT) & PIN 14025-0181 (LT)**

1. Any municipal by-laws or regulations affecting the Real Property or its use and any other municipal land use instruments including without limitation, official plans and zoning and building by-laws, as well as decisions of the committee of adjustment or any other competent authority permitting variances therefrom, and all applicable building codes;
2. Registered agreements with any municipal, provincial or federal governments or authorities and any public utilities or private suppliers of services, including without limitation, subdivision agreements, development agreements, engineering, grading or landscaping agreements and similar agreements; provided same have been complied with

or security has been posted to ensure compliance and completion as evidenced by a letter from the relevant authority or regulated utility;

3. Any unregistered easement, right-of-way, agreements or other unregistered interest of claims not disclosed by registered title provided same does not materially impact the Purchaser's intended use of the Purchased Assets;
4. Any encroachments or other discrepancies that might be revealed by an up-to-date plan of survey of the Real Property;
5. Such other minor encumbrances or defects in title which do not, individually or in the aggregate, materially affect the use, enjoyment or value of the Real Property or any part thereof, or materially impair the value thereof;
6. Any reservations, limitations, provisos and conditions expressed in the original grant from the Crown as the same may be varied by statute; and
7. The following exceptions and qualifications contained in Section 44(1) of the *Land Titles Act*: paragraphs 7, 8, 9, 10, 12 and 14. Court File No. 31-299040

**IN THE MATTER OF THE BANKRUPTCY OF BRAMALEA INC. OF THE CITY OF
TORONTO IN THE PROVINCE OF ONTARIO**

Court File No. 31-299040
Estate File No. 31-299040

**ONTARIO
SUPERIOR COURT OF JUSTICE
[IN BANKRUPTCY & INSOVLENCY]
(COMMERCIAL LIST)**

Proceedings commenced at Toronto

**APPROVAL AND VESTING ORDER
(returnable June 14, 2022)**

LOOPSTRA NIXON LLP

135 Queens Plate Drive – Suite 600
Toronto, ON M9W 6V7

R. Graham Phoenix (LSUC #52650N)

Tel: (416) 748-4776

Fax: (416) 746-8319

Email: gphoenix@loonix.com

*Lawyers for Italtasta Limited, 1960526 Ontario
Inc. and Joseph Vitale Management Limited*

TAB C

Appendix "C"

LAND
REGISTRY
OFFICE #43

14025-0114 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:38:21

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PCL PLAN-1, SEC 43M643, BLK 14, PL 43M643 ; S/T LT613129 BRAMPTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1997/06/24

OWNERS' NAMES
BRAMALEA LIMITED

CAPACITY SHARE
BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/24 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1997/06/24**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1997/06/23 **</p>						
RO611272	1982/06/15	DEBENTURE			CANADIAN IMPERIAL BANK OF COMMERCE	C
		REMARKS: FIRST SUPPLEMENTAL				
FAD1166	1982/09/03	APL FIRST REGN			BRAMALEA LIMITED	C
LT613125	1986/01/10	NOTICE			THE CORPORATION OF THE CITY OF BRAMPTON THE REGIONAL MUNICIPALITY OF PEEL	C
LT613129	1986/01/10	TRANSFER EASEMENT			CANADIAN NATIONAL RAILWAY COMPANY	C
LT1769822	1997/10/10	APL COURT ORDER		PRICE WATERHOUSE LIMITED RECEIVER AND MANAGER OF BRAMALEA INC.		C
		REMARKS: SETS OUT ASSESTS OF CIBC				
LT1769823	1997/10/10	APL COURT ORDER		PRICE WATERHOUSE LIMITED RECEIVER AND MANAGER OF BRAMALEA INC.		C
		REMARKS: DIRECTION RE: SALE				
LT1769824	1997/10/10	APL COURT ORDER		PRICE WATERHOUSE LIMITED RECEIVER AND MANAGER OF BRAMALEA INC.		C
		REMARKS: LT1769283 AMENDED TO LT1769823 BY PETER MASSEY SR. DEP. LAND REGISTRAR ON 97/12/03				
LT2057426	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
		REMARKS: PEARSON AIRPORT ZONING REGULATION				
PR853056	2005/05/19	CERT TAX ARREARS		*** DELETED AGAINST THIS PROPERTY *** THE CORPORATION OF THE CITY OF BRAMPTON		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #43

14025-0114 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:38:21

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR1322057	2007/08/24	CT TAX ARREAR CANC		*** DELETED AGAINST THIS PROPERTY ***	THE CORPORATION OF THE CITY OF BRAMPTON	
REMARKS: RE: PR853056						

LAND
REGISTRY
OFFICE #43

14025-0132 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:38:50

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PCL PLAN-1, SEC 43M643; BLK 11, PL 43M643 ; S/T LT613129 BRAMPTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1997/06/24

OWNERS' NAMES
BRAMALEA LIMITED

CAPACITY SHARE
BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/24 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1997/06/24**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1997/06/23 **</p>						
RO611272	1982/06/15	DEBENTURE			CANADIAN IMPERIAL BANK OF COMMERCE	C
		REMARKS: FIRST SUPPLEMENTAL				
FAD1166	1982/09/03	APL FIRST REGN			BRAMALEA LIMITED	C
LT613125	1986/01/10	NOTICE			THE CORPORATION OF THE CITY OF BRAMPTON THE REGIONAL MUNICIPALITY OF PEEL	C
LT613129	1986/01/10	TRANSFER EASEMENT			CANADIAN NATIONAL RAILWAY COMPANY	C
LT1376279	1992/12/17	NOTICE				C
LT1394124	1993/03/10	NOTICE				C
LT1560768	1995/04/27	NOTICE				C
LT1560769	1995/04/27	NOTICE				C
LT1560770	1995/04/27	NOTICE				C
LT1560771	1995/04/27	NOTICE				C
LT1560772	1995/04/27	NOTICE				C
LT1560773	1995/04/27	NOTICE				C
LT1560774	1995/04/27	NOTICE				C
LT1560775	1995/04/27	NOTICE				C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #43

14025-0132 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:38:50

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
LT1560776	1995/04/27	NOTICE				C
LT1561801	1995/05/01	NOTICE				C
LT1769822	1997/10/10	APL COURT ORDER		PRICE WATERHOUSE LIMITED RECEIVER AND MANAGER OF BRAMALEA INC.		C
		<i>REMARKS: SETS OUT ASSESTS OF CIBC</i>				
LT1769823	1997/10/10	APL COURT ORDER		PRICE WATERHOUSE LIMITED RECEIVER AND MANAGER OF BRAMALEA INC.		C
		<i>REMARKS: DIRECTION RE: SALE</i>				
LT1769824	1997/10/10	APL COURT ORDER		PRICE WATERHOUSE LIMITED RECEIVER AND MANAGER OF BRAMALEA INC.		C
		<i>REMARKS: LT1769283 AMENDED TO LT1769823 BY PETER MASSEY SR. DEP. LAND REGISTRAR ON 97/12/03</i>				
LT2057426	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
		<i>REMARKS: PEARSON AIRPORT ZONING REGULATION</i>				
PR853056	2005/05/19	CERT TAX ARREARS		THE CORPORATION OF THE CITY OF BRAMPTON		C
PR1322057	2007/08/24	CT TAX ARREAR CANC			THE CORPORATION OF THE CITY OF BRAMPTON	C
		<i>REMARKS: RE: PR853056</i>				

LAND
REGISTRY
OFFICE #43

14025-0129 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:39:13

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PCL PLAN-1, SEC 43M643; BLK 23, PL 43M643 ; S/T LT613129 BRAMPTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1997/06/24

OWNERS' NAMES
BRAMALEA LIMITED

CAPACITY SHARE
BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/24 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1997/06/24**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1997/06/23 **</p>						
RO611272	1982/06/15	DEBENTURE			CANADIAN IMPERIAL BANK OF COMMERCE	C
		REMARKS: FIRST SUPPLEMENTAL				
FAD1166	1982/09/03	APL FIRST REGN			BRAMALEA LIMITED	C
LT613125	1986/01/10	NOTICE			THE CORPORATION OF THE CITY OF BRAMPTON THE REGIONAL MUNICIPALITY OF PEEL	C
LT613129	1986/01/10	TRANSFER EASEMENT			CANADIAN NATIONAL RAILWAY COMPANY	C
LT1376279	1992/12/17	NOTICE				C
LT1394124	1993/03/10	NOTICE				C
LT1560768	1995/04/27	NOTICE				C
LT1560769	1995/04/27	NOTICE				C
LT1560770	1995/04/27	NOTICE				C
LT1560771	1995/04/27	NOTICE				C
LT1560772	1995/04/27	NOTICE				C
LT1560773	1995/04/27	NOTICE				C
LT1560774	1995/04/27	NOTICE				C
LT1560775	1995/04/27	NOTICE				C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #43

14025-0129 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:39:13

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
LT1560776	1995/04/27	NOTICE				C
LT1561801	1995/05/01	NOTICE				C
LT1769822	1997/10/10	APL COURT ORDER		PRICE WATERHOUSE LIMITED RECEIVER AND MANAGER OF BRAMALEA INC.		C
		<i>REMARKS: SETS OUT ASSESTS OF CIBC</i>				
LT1769823	1997/10/10	APL COURT ORDER		PRICE WATERHOUSE LIMITED RECEIVER AND MANAGER OF BRAMALEA INC.		C
		<i>REMARKS: DIRECTION RE: SALE</i>				
LT1769824	1997/10/10	APL COURT ORDER		PRICE WATERHOUSE LIMITED RECEIVER AND MANAGER OF BRAMALEA INC.		C
		<i>REMARKS: LT1769283 AMENDED TO LT1769823 BY PETER MASSEY SR. DEP. LAND REGISTRAR ON 97/12/03</i>				
LT2057426	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
		<i>REMARKS: PEARSON AIRPORT ZONING REGULATION</i>				
PR853056	2005/05/19	CERT TAX ARREARS		THE CORPORATION OF THE CITY OF BRAMPTON		C
PR1322057	2007/08/24	CT TAX ARREAR CANC			THE CORPORATION OF THE CITY OF BRAMPTON	C
		<i>REMARKS: RE: PR853056</i>				

PROPERTY DESCRIPTION: PCL PLAN-1, SEC 43M643; BLK 7, PL 43M643 ; S/T LT613129 BRAMPTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
ABSOLUTE

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1997/06/24

OWNERS' NAMES
BRAMALEA LIMITED

CAPACITY SHARE
BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/24 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1997/06/24**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1997/06/23 **</p>						
RO611272	1982/06/15	DEBENTURE			CANADIAN IMPERIAL BANK OF COMMERCE	C
		REMARKS: FIRST SUPPLEMENTAL				
FAD1166	1982/09/03	APL FIRST REGN			BRAMALEA LIMITED	C
LT613125	1986/01/10	NOTICE			THE CORPORATION OF THE CITY OF BRAMPTON THE REGIONAL MUNICIPALITY OF PEEL	C
LT613129	1986/01/10	TRANSFER EASEMENT			CANADIAN NATIONAL RAILWAY COMPANY	C
LT1376279	1992/12/17	NOTICE				C
LT1394124	1993/03/10	NOTICE				C
LT1560768	1995/04/27	NOTICE				C
LT1560769	1995/04/27	NOTICE				C
LT1560770	1995/04/27	NOTICE				C
LT1560771	1995/04/27	NOTICE				C
LT1560772	1995/04/27	NOTICE				C
LT1560773	1995/04/27	NOTICE				C
LT1560774	1995/04/27	NOTICE				C
LT1560775	1995/04/27	NOTICE				C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #43

14025-0123 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:39:33

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
LT1560776	1995/04/27	NOTICE				C
LT1561801	1995/05/01	NOTICE				C
LT1769822	1997/10/10	APL COURT ORDER		PRICE WATERHOUSE LIMITED RECEIVER AND MANAGER OF BRAMALEA INC.		C
		<i>REMARKS: SETS OUT ASSESTS OF CIBC</i>				
LT1769823	1997/10/10	APL COURT ORDER		PRICE WATERHOUSE LIMITED RECEIVER AND MANAGER OF BRAMALEA INC.		C
		<i>REMARKS: DIRECTION RE: SALE</i>				
LT1769824	1997/10/10	APL COURT ORDER		PRICE WATERHOUSE LIMITED RECEIVER AND MANAGER OF BRAMALEA INC.		C
		<i>REMARKS: LT1769283 AMENDED TO LT1769823 BY PETER MASSEY SR. DEP. LAND REGISTRAR ON 97/12/03</i>				
LT2057426	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
		<i>REMARKS: PEARSON AIRPORT ZONING REGULATION</i>				
PR853056	2005/05/19	CERT TAX ARREARS		THE CORPORATION OF THE CITY OF BRAMPTON		C
PR1322057	2007/08/24	CT TAX ARREAR CANC			THE CORPORATION OF THE CITY OF BRAMPTON	C
		<i>REMARKS: RE: PR853056</i>				
43R37764	2017/06/27	PLAN REFERENCE				C
43R39593	2020/09/14	PLAN REFERENCE				C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #43

14202-0254 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:40:11

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT BLK H PL 848 CHINGUACOUSY PT 1, 43R11395; BLK D PL 766 CHINGUACOUSY; BLK E PL 848 CHINGUACOUSY ; S/T VS122284 BRAMPTON

PROPERTY REMARKS: CORRECTION: INSTRUMENT NUMBER VS122283 WAS OMITTED FROM THIS PROPERTY IN ERROR AND WAS ADDED AND CERTIFIED ON 1998/12/10 BY LAND REGISTRAR #17.

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
RE-ENTRY FROM 14202-0561

PIN CREATION DATE:
1998/11/23

OWNERS' NAMES
BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

CAPACITY SHARE
BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/08/26 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1998/11/23**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1998/11/23 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</p> <p>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</p> <p>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</p> <p>** CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1998/11/24 **</p>						
PL766	1966/08/23	PLAN SUBDIVISION				C
PL848	1969/02/26	PLAN SUBDIVISION				C
VS122283	1969/09/26	BYLAW REMARKS: SKETCH ATTACHED				C
VS122284	1969/09/26	TRANSFER EASEMENT			THE CORPORATION OF THE TOWNSHIP OF CHINGUACOUSY	C
VS135841	1970/03/19	AGREEMENT REMARKS: SKETCH ATTACHED.				C
VS138852	1970/04/29	RELEASE REMARKS: RE: RELEASED FROM NO. 135841VS.				C
VS145461	1970/07/16	BYLAW				C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
43R11395	1984/01/18	PLAN REFERENCE				C
43R11439	1984/02/10	PLAN REFERENCE				C
LT2057426	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
		<i>REMARKS: PEARSON AIRPORT ZONING REGULATION</i>				
PR409531	2003/03/25	NOTICE		CANADIAN NATIONAL RAILWAY COMPANY		C
PR853066	2005/05/19	CERT TAX ARREARS		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF BRAMPTON		
PR853072	2005/05/19	CERT TAX ARREARS		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF BRAMPTON		
PR861540	2005/06/02	BYLAW		THE CORPORATION OF THE CITY OF BRAMPTON		C
		<i>REMARKS: BY-LAW NO. 143-2005 TO REPEAL BY-LAWS EXEMPTING LANDS FROM PART LOT CONTROL, SEE SCHEDULE ATTACHED.</i>				
PR1322026	2007/08/24	CT TAX ARREAR CANC		*** COMPLETELY DELETED ***	THE CORPORATION OF THE CITY OF BRAMPTON	
		<i>REMARKS: RE: PR853066</i>				
PR1322062	2007/08/24	CT TAX ARREAR CANC		*** COMPLETELY DELETED ***	THE CORPORATION OF THE CITY OF BRAMPTON	
		<i>REMARKS: RE: PR853072</i>				
43R37764	2017/06/27	PLAN REFERENCE				C

LAND
REGISTRY
OFFICE #43

14162-0017 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:40:42

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT BLK A PL 676 CHINGUACOUSY PT 3, RD229 ; BRAMPTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 14162-0094

PIN CREATION DATE:

1998/12/21

OWNERS' NAMES

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

CAPACITY SHARE

BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/24 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1998/12/21**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1998/12/21 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</p> <p>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</p> <p>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</p> <p>** CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1998/12/22 **</p>						
PL676	1962/08/13	PLAN SUBDIVISION				C
RD229	1970/05/28	PLAN REFERENCE				C
VS145461	1970/07/16	BYLAW				C
LT2057426	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
REMARKS: PEARSON AIRPORT ZONING REGULATION						
PR409527	2003/03/25	NOTICE		CANADIAN NATIONAL RAILWAY COMPANY		C
PR853093	2005/05/19	CERT TAX ARREARS		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF BRAMPTON		
PR861540	2005/06/02	BYLAW		THE CORPORATION OF THE CITY OF BRAMPTON		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
 REGISTRY
 OFFICE #43

14162-0017 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR1299772	2007/07/23	CT TAX ARREAR CANC		REPEAL BY-LAWS EXEMPTING LANDS FROM PART LOT CONTROL, SEE SCHEDULE ATTACHED. *** COMPLETELY DELETED ***	THE CORPORATION OF THE CITY OF BRAMPTON	
REMARKS: BY-LAW NO. 143-2005 TO REPEAL BY-LAWS EXEMPTING LANDS FROM PART LOT CONTROL, SEE SCHEDULE ATTACHED. REMARKS: RE: PR853093						

LAND
REGISTRY
OFFICE #43

14162-0028 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:41:10

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT BLK A PL 676 CHINGUACOUSY PT 4, RD229 ; S/T RO712927 BRAMPTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 14162-0105

PIN CREATION DATE:

1998/12/21

OWNERS' NAMES

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

CAPACITY SHARE

BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/24 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1998/12/21**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1998/12/21 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</p> <p>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</p> <p>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</p> <p>** CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1998/12/22 **</p>						
PL676	1962/08/13	PLAN SUBDIVISION				C
RD229	1970/05/28	PLAN REFERENCE				C
VS145461	1970/07/16	BYLAW				C
43R11670	1984/06/11	PLAN REFERENCE				C
RO712927	1985/05/02	TRANSFER EASEMENT			HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO AS REPRESENTED BY THE MINISTER OF TRANSPORTATION AND COMMUNICATIONS	C
LT2057426	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
REMARKS: PEARSON AIRPORT ZONING REGULATION						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #43

14162-0028 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:41:10

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR409528	2003/03/25	NOTICE		CANADIAN NATIONAL RAILWAY COMPANY		C
PR853093	2005/05/19	CERT TAX ARREARS		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF BRAMPTON		
PR861540	2005/06/02	BYLAW		THE CORPORATION OF THE CITY OF BRAMPTON		C
		REMARKS: BY-LAW NO. 143-2005 TO REPEAL BY-LAWS EXEMPTING LANDS FROM PART LOT CONTROL, SEE SCHEDULE ATTACHED.				
PR1299772	2007/07/23	CT TAX ARREAR CANC		*** COMPLETELY DELETED ***	THE CORPORATION OF THE CITY OF BRAMPTON	
		REMARKS: RE: PR853093				

LAND
REGISTRY
OFFICE #43

14162-0069 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:41:34

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT BLK A PL 676 CHINGUACOUSY PTS 1 & 4, RD135; S/T VS187827 & VS202916 AS PARTIALLY RELEASED BY VS253213 ; BRAMPTON VS187827 AND VS202916 ASSIGNED BY THE ONTARIO CLEAN WATER AGENCY TO THE REGIONAL MUNICIPALITY OF PEEL AS IN LT1939551.

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 14162-0142

PIN CREATION DATE:

1998/12/21

OWNERS' NAMES

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

CAPACITY SHARE

BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/24 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1998/12/21**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1998/12/21 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN. * * * * *</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION. * * * * *</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES. * * * * *</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1998/12/22 **</p>						
PL676	1962/08/13	PLAN SUBDIVISION				C
RD135	1969/07/31	PLAN REFERENCE				C
VS145461	1970/07/16	BYLAW				C
43R348	1971/04/14	PLAN REFERENCE				C
VS187827	1971/10/20	TRANSFER EASEMENT			ONTARIO WATER RESOURCES COMMISSION	C
<p>CORRECTIONS: 'TRANSFEEE' CHANGED FROM 'HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF ENVIRONMENT' TO 'ONTARIO WATER RESOURCES COMMISSION' ON 1998/12/21 BY CLAIRE COOPER.</p>						
43R453	1971/11/24	PLAN REFERENCE				C
VS202916	1972/03/09	PLAN EXPROPRIATION			THE ONTARIO WATER RESOURCES COMMISSION	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #43

14162-0069 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:41:34

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
<i>REMARKS: EASEMENT</i>						
VS253213	1973/03/21	QUIT CLAIM NON TR				C
LT1939551	1999/05/10	ORDER		THE ONTARIO CLEAN WATER AGENCY	THE REGIONAL MUNICIPALITY OF PEEL	C
LT2057426	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
<i>REMARKS: PEARSON AIRPORT ZONING REGULATION</i>						
PR409529	2003/03/25	NOTICE		CANADIAN NATIONAL RAILWAY COMPANY		C
PR853040	2005/05/19	CERT TAX ARREARS		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF BRAMPTON		
PR861540	2005/06/02	BYLAW		THE CORPORATION OF THE CITY OF BRAMPTON		C
<i>REMARKS: BY-LAW NO. 143-2005 TO REPEAL BY-LAWS EXEMPTING LANDS FROM PART LOT CONTROL, SEE SCHEDULE ATTACHED.</i>						
PR1299776	2007/07/23	CT TAX ARREAR CANC		*** COMPLETELY DELETED ***	THE CORPORATION OF THE CITY OF BRAMPTON	
<i>REMARKS: RE: PR853040</i>						

LAND
REGISTRY
OFFICE #43

14162-0073 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:41:59

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT BLK A PL 676 CHINGUACOUSY PT 1, 43R23117 ; BRAMPTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 14162-0146

PIN CREATION DATE:

1998/12/21

OWNERS' NAMES

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

CAPACITY SHARE

BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/24 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1998/12/21**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1998/12/21 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</p> <p>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</p> <p>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</p> <p>** CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1998/12/22 **</p>						
PL676	1962/08/13	PLAN SUBDIVISION				C
VS145461	1970/07/16	BYLAW				C
43R23117	1998/09/23	PLAN REFERENCE				C
LT2057426	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
REMARKS: PEARSON AIRPORT ZONING REGULATION						
PR409530	2003/03/25	NOTICE		CANADIAN NATIONAL RAILWAY COMPANY		C
PR861540	2005/06/02	BYLAW		THE CORPORATION OF THE CITY OF BRAMPTON		C
REMARKS: BY-LAW NO. 143-2005 TO REPEAL BY-LAWS EXEMPTING LANDS FROM PART LOT CONTROL, SEE SCHEDULE ATTACHED.						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #43

14162-0049 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:42:34

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT BLK A PL 676 CHINGUACOUSY PT 5, 43R435 ; BRAMPTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 14162-0125

PIN CREATION DATE:

1998/12/21

OWNERS' NAMES

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

CAPACITY SHARE

BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/24 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1998/12/21**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1998/12/21 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</p> <p>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</p> <p>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</p> <p>** CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1998/12/22 **</p>						
PL676	1962/08/13	PLAN SUBDIVISION				C
RD209	1970/03/18	PLAN REFERENCE				C
VS145461	1970/07/16	BYLAW				C
43R435	1971/10/21	PLAN REFERENCE				C
LT2057426	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
REMARKS: PEARSON AIRPORT ZONING REGULATION						
PR414294	2003/04/01	NOTICE		CANADIAN NATIONAL RAILWAY COMPANY		C
PR853037	2005/05/19	CERT TAX ARREARS		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF BRAMPTON		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #43

14162-0049 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:42:34

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR861540	2005/06/02	BYLAW		THE CORPORATION OF THE CITY OF BRAMPTON		C
		REMARKS: BY-LAW NO. 143-2005 TO REPEAL BY-LAWS EXEMPTING LANDS FROM PART LOT CONTROL, SEE SCHEDULE ATTACHED.				
PR1299781	2007/07/23	CT TAX ARREAR CANC		*** COMPLETELY DELETED ***	THE CORPORATION OF THE CITY OF BRAMPTON	
		REMARKS: RE: PR853037				

LAND
REGISTRY
OFFICE #43

14163-0143 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:43:12

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT BLK G PL 636 CHINGUACOUSY PT 1, 43R2260; S/T CH32674 ; BRAMPTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 14163-0286

PIN CREATION DATE:

1999/01/25

OWNERS' NAMES

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

CAPACITY SHARE

BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/24 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/01/25**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1999/01/25 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</p> <p>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</p> <p>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</p> <p>** CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1999/01/26 **</p>						
CH26542	1959/06/04	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF CHINGUACOUSY	C
		REMARKS: SKETCH ATTACHED				
VS12506	1966/06/21	TRANSFER	\$1		BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED	C
43R2260	1974/07/16	PLAN REFERENCE				C
LT2057426	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
		REMARKS: PEARSON AIRPORT ZONING REGULATION				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #43

14025-0043 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:43:42

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: BLK M PL 977 CHINGUACOUSY ; S/T RO695417,RO730433, RO739393,RO739666 BRAMPTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
RE-ENTRY FROM 14025-0229

PIN CREATION DATE:
1998/12/21

OWNERS' NAMES
BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

CAPACITY SHARE
BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/24 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1998/12/21**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1998/12/21 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</p> <p>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</p> <p>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</p> <p>** CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1998/12/22 **</p>						
VS204279	1972/03/22	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF CHINGUACOUSY	C
REMARKS: DELETED FROM 14024 0225 BY VMIKLOSKA 2003 12 23						
PL977	1973/03/30	PLAN SUBDIVISION				C
VS260858	1973/05/15	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF CHINGUACOUSY	C
REMARKS: SKETCH ATTACHED.						
VS264566	1973/06/06	BYLAW EX PART LOT				C
43R4255	1976/07/28	PLAN REFERENCE				C
43R8155	1980/07/23	PLAN REFERENCE				C
43R9147	1981/07/21	PLAN REFERENCE				C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #43

14025-0043 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:43:42

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
43R11227	1983/11/08	PLAN REFERENCE				C
RO695417	1984/10/04	TRANSFER EASEMENT <i>REMARKS: RESTRICTIONS</i>			THE CORPORATION OF THE CITY OF BRAMPTON	C
RO730433	1985/10/15	TRANSFER EASEMENT			THE REGIONAL MUNICIPALITY OF PEEL	C
RO739393	1986/01/06	TRANSFER EASEMENT			THE REGIONAL MUNICIPALITY OF PEEL	C
RO739666	1986/01/09	TRANSFER EASEMENT			THE CORPORATION OF THE CITY OF BRAMPTON	C
LT2057426	2000/03/27	NOTICE <i>REMARKS: PEARSON AIRPORT ZONING REGULATION</i>		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
PR409532	2003/03/25	NOTICE		CANADIAN NATIONAL RAILWAY COMPANY		C
PR853080	2005/05/19	CERT TAX ARREARS		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF BRAMPTON		
PR860639	2005/06/01	BYLAW <i>REMARKS: BY-LAW # 143-2005 TO REPEAL BY-LAWS EXEMPTING</i>		THE CORPORATION OF THE CITY OF BRAMPTON <i>LANDS FROM PT LT CONTROL</i>		C
PR1322067	2007/08/24	CT TAX ARREAR CANC <i>REMARKS: RE: PR853080</i>		*** COMPLETELY DELETED ***	THE CORPORATION OF THE CITY OF BRAMPTON	

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT BLK J PL 977 CHINGUACOUSY BOUNDED BY PT 1 & 2, 43R12760, PT 1, 43R7462, PT 1, 43R7455 AND PT 1, 43R14350 ; BRAMPTON ; S/T RO739393 BRAMPTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 14025-0240

PIN CREATION DATE:

1998/12/21

OWNERS' NAMES

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

CAPACITY SHARE

BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/24 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1998/12/21**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1998/12/21 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1998/12/22 **</p>						
VS204279	1972/03/22	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF CHINGUACOUSY	C
REMARKS: DELETED FROM 14024 0225 BY VMIKLOSKA 2003 12 23						
PL977	1973/03/30	PLAN SUBDIVISION				C
VS260858	1973/05/15	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF CHINGUACOUSY	C
REMARKS: SKETCH ATTACHED.						
VS264566	1973/06/06	BYLAW EX PART LOT				C
43R4255	1976/07/28	PLAN REFERENCE				C
43R8155	1980/07/23	PLAN REFERENCE				C
RO600464	1982/01/21	DEBENTURE	\$500,000,000		CANADIAN IMPERIAL BANK OF COMMERCE	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #43

14025-0054 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:44:07

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
43R12760	1985/09/05	PLAN REFERENCE				C
RO739393	1986/01/06	TRANSFER EASEMENT			THE REGIONAL MUNICIPALITY OF PEEL	C
LT2057426	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
		<i>REMARKS: PEARSON AIRPORT ZONING REGULATION</i>				
PR409533	2003/03/25	NOTICE		CANADIAN NATIONAL RAILWAY COMPANY		C
PR860650	2005/06/01	BYLAW		THE CORPORATION OF THE CITY OF BRAMPTON		C
		<i>REMARKS: BY-LAW NO. 143-2005 TO REPEAL BY-LAWS EXEMPTING LANDS FROM PART LOT CONTROL, SEE SCHEDULE ATTACHED.</i>				

LAND
REGISTRY
OFFICE #43

14024-0037 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:44:38

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT BLK K PL 977 CHINGUACOUSY; PT BLK L PL 977 CHINGUACOUSY; PT BLK Q PL 977 CHINGUACOUSY; PT BLK R PL 977 CHINGUACOUSY PT 3, 43R3210 & PT 3, 43R6724 ; S/T R0739666,R0867995,R0889035 BRAMPTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 14024-0152

PIN CREATION DATE:

1999/02/22

OWNERS' NAMES

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

CAPACITY SHARE

BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/24 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/02/22**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1999/02/22 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN. * * * * *</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION. * * * * *</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES. * * * * *</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1999/02/23 **</p>						
VS204279	1972/03/22	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF CHINGUACOUSY	C
		REMARKS: DELETED FROM 14024 0225 BY VMIKLOSKA 2003 12 23				
PL977	1973/03/30	PLAN SUBDIVISION				C
VS260858	1973/05/15	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF CHINGUACOUSY	C
		REMARKS: SKETCH ATTACHED.				
VS264566	1973/06/06	BYLAW EX PART LOT				C
43R1408	1973/10/19	PLAN REFERENCE				C
43R3210	1975/07/14	PLAN REFERENCE				C
43R6661	1979/02/19	PLAN REFERENCE				C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #43

14024-0037 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:44:38

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
43R6724	1979/03/20	PLAN REFERENCE				C
43R10631	1983/02/07	PLAN REFERENCE				C
RO636241	1983/03/21	RELEASE				C
43R11285	1983/11/30	PLAN REFERENCE				C
RO739666	1986/01/09	TRANSFER EASEMENT			THE CORPORATION OF THE CITY OF BRAMPTON	C
RO867995	1988/10/19	TRANSFER EASEMENT			THE REGIONAL MUNICIPALITY OF PEEL	C
RO889035	1989/04/05	TRANSFER EASEMENT			THE REGIONAL MUNICIPALITY OF PEEL	C
LT2057426	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
		REMARKS: PEARSON AIRPORT ZONING REGULATION				
PR409534	2003/03/25	NOTICE		CANADIAN NATIONAL RAILWAY COMPANY		C
PR853084	2005/05/19	CERT TAX ARREARS		THE CORPORATION OF THE CITY OF BRAMPTON		C
PR860650	2005/06/01	BYLAW		THE CORPORATION OF THE CITY OF BRAMPTON		C
		REMARKS: BY-LAW NO. 143-2005 TO REPEAL BY-LAWS EXEMPTING LANDS FROM PART LOT CONTROL, SEE SCHEDULE ATTACHED.				
PR1322071	2007/08/24	CT TAX ARREAR CANC			THE CORPORATION OF THE CITY OF BRAMPTON	C
		REMARKS: RE: PR853084				

LAND
REGISTRY
OFFICE #43

14024-0023 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:45:02

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT BLK Q PL 977 CHINGUACOUSY PT 2, 4 & 5, 43R6724; S/T R0505952 ; S/T R0867995,R0889035 BRAMPTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 14024-0138

PIN CREATION DATE:

1999/02/22

OWNERS' NAMES

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

CAPACITY SHARE

BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/24 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/02/22**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1999/02/22 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1999/02/23 **</p>						
VS204279	1972/03/22	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF CHINGUACOUSY	C
REMARKS: DELETED FROM 14024 0225 BY VMIKLOSKA 2003 12 23						
PL977	1973/03/30	PLAN SUBDIVISION				C
VS260858	1973/05/15	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF CHINGUACOUSY	C
REMARKS: SKETCH ATTACHED.						
VS264566	1973/06/06	BYLAW EX PART LOT				C
43R6511	1978/12/06	PLAN REFERENCE				C
43R6661	1979/02/19	PLAN REFERENCE				C
43R6724	1979/03/20	PLAN REFERENCE				C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #43

14024-0023 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:45:02

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
43R10631	1983/02/07	PLAN REFERENCE				C
RO867995	1988/10/19	TRANSFER EASEMENT			THE REGIONAL MUNICIPALITY OF PEEL	C
RO889035	1989/04/05	TRANSFER EASEMENT			THE REGIONAL MUNICIPALITY OF PEEL	C
LT2057426	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
		<i>REMARKS: PEARSON AIRPORT ZONING REGULATION</i>				
PR409535	2003/03/25	NOTICE		CANADIAN NATIONAL RAILWAY COMPANY		C
PR853084	2005/05/19	CERT TAX ARREARS		*** DELETED AGAINST THIS PROPERTY *** THE CORPORATION OF THE CITY OF BRAMPTON		
PR860650	2005/06/01	BYLAW		THE CORPORATION OF THE CITY OF BRAMPTON		C
		<i>REMARKS: BY-LAW NO. 143-2005 TO REPEAL BY-LAWS EXEMPTING LANDS FROM PART LOT CONTROL, SEE SCHEDULE ATTACHED.</i>				
PR1322071	2007/08/24	CT TAX ARREAR CANC		*** DELETED AGAINST THIS PROPERTY ***	THE CORPORATION OF THE CITY OF BRAMPTON	
		<i>REMARKS: RE: PR853084</i>				

LAND
REGISTRY
OFFICE #43

14024-0104 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:45:22

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT BLK K PL 977 CHINGUACOUSY; PT BLK L PL 977 CHINGUACOUSY; PT BLK R PL 977 CHINGUACOUSY PT 3, 43R3610 & PT 1, 43R3210; S/T VS380624 ; BRAMPTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 14024-0203

PIN CREATION DATE:

1999/02/22

OWNERS' NAMES

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

CAPACITY SHARE

BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/24 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/02/22**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1999/02/22 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</p> <p>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</p> <p>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</p> <p>** CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1999/02/23 **</p>						
VS204279	1972/03/22	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF CHINGUACOUSY	C
REMARKS: DELETED FROM 14024 0225 BY VMIKLOSKA 2003 12 23						
PL977	1973/03/30	PLAN SUBDIVISION				C
VS260858	1973/05/15	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF CHINGUACOUSY	C
REMARKS: SKETCH ATTACHED.						
VS264566	1973/06/06	BYLAW EX PART LOT				C
43R3210	1975/07/14	PLAN REFERENCE				C
43R3610	1975/12/15	PLAN REFERENCE				C
RO636241	1983/03/21	RELEASE				C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #43

14024-0104 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:45:22

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
LT2057426	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
		<i>REMARKS: PEARSON AIRPORT ZONING REGULATION</i>				
PR853092	2005/05/19	CERT TAX ARREARS		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF BRAMPTON		
PR860650	2005/06/01	BYLAW		THE CORPORATION OF THE CITY OF BRAMPTON		C
		<i>REMARKS: BY-LAW NO. 143-2005 TO REPEAL BY-LAWS EXEMPTING LANDS FROM PART LOT CONTROL, SEE SCHEDULE ATTACHED.</i>				
PR1322010	2007/08/24	CT TAX ARREAR CANC		*** COMPLETELY DELETED ***	THE CORPORATION OF THE CITY OF BRAMPTON	
		<i>REMARKS: RE: PR853092</i>				

LAND
REGISTRY
OFFICE #43

14024-0105 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:45:52

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT BLK R PL 977 CHINGUACOUSY PT 1, 43R3610; S/T VS380624 ; BRAMPTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
RE-ENTRY FROM 14024-0204

PIN CREATION DATE:
1999/02/22

OWNERS' NAMES
BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

CAPACITY SHARE
BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/24 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/02/22**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1999/02/22 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1999/02/23 **</p>						
VS204279	1972/03/22	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF CHINGUACOUSY	C
REMARKS: DELETED FROM 14024 0225 BY VMIKLOSKA 2003 12 23						
PL977	1973/03/30	PLAN SUBDIVISION				C
VS260858	1973/05/15	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF CHINGUACOUSY	C
REMARKS: SKETCH ATTACHED.						
VS264566	1973/06/06	BYLAW EX PART LOT				C
43R3610	1975/12/15	PLAN REFERENCE				C
LT2057426	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
REMARKS: PEARSON AIRPORT ZONING REGULATION						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #43

14024-0105 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:45:52

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR860650	2005/06/01	BYLAW		THE CORPORATION OF THE CITY OF BRAMPTON		C
REMARKS: BY-LAW NO. 143-2005 TO REPEAL BY-LAWS EXEMPTING LANDS FROM PART LOT CONTROL, SEE SCHEDULE ATTACHED.						

LAND
REGISTRY
OFFICE #43

14162-0067 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:46:15

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: BLK D PL 640 CHINGUACOUSY S/T CH28129 & CH33304 (CH28129 PARTIALLY RELEASED AS IN PR1105927); BRAMPTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 14162-0140

PIN CREATION DATE:

1998/12/21

OWNERS' NAMES

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

CAPACITY SHARE

BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/24 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1998/12/21**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1998/12/21 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</p> <p>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</p> <p>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</p> <p>** CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1998/12/22 **</p>						
PL640	1960/09/29	PLAN SUBDIVISION				C
LT2057426	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
		REMARKS: PEARSON AIRPORT ZONING REGULATION				
PR739048	2004/10/21	NOTICE		CANADIAN NATIONAL RAILWAY COMPANY		C
PR853031	2005/05/19	CERT TAX ARREARS		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF BRAMPTON		
PR1105927	2006/07/27	TRANSFER REL&ABAND		728836 ONTARIO LIMITED	BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED	C
PR1299787	2007/07/23	CT TAX ARREAR CANC		*** COMPLETELY DELETED ***	THE CORPORATION OF THE CITY OF BRAMPTON	
		REMARKS: RE: PR853031				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #43

14162-0009 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:46:41

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT BLK C PL 640 CHINGUACOUSY PT 3, 43R2412 ; BRAMPTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 14162-0087

PIN CREATION DATE:

1998/12/21

OWNERS' NAMES

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

CAPACITY SHARE

BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/24 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1998/12/21**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1998/12/21 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *</p> <p>** AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF</p> <p>** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY</p> <p>** CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1998/12/22 **</p>						
PL640	1960/09/29	PLAN SUBDIVISION				C
CH28216	1960/11/09	AGREEMENT				C
VS145461	1970/07/16	BYLAW				C
43R2412	1974/09/03	PLAN REFERENCE				C
LT2057426	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
REMARKS: PEARSON AIRPORT ZONING REGULATION						
PR409526	2003/03/25	NOTICE		CANADIAN NATIONAL RAILWAY COMPANY		C
PR853010	2005/05/19	CERT TAX ARREARS		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF BRAMPTON		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #43

14162-0009 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:46:41

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR861540	2005/06/02	BYLAW		THE CORPORATION OF THE CITY OF BRAMPTON		C
		REMARKS: BY-LAW NO. 143-2005 TO REPEAL BY-LAWS EXEMPTING LANDS FROM PART LOT CONTROL, SEE SCHEDULE ATTACHED.				
PR1299792	2007/07/23	CT TAX ARREAR CANC		*** COMPLETELY DELETED ***	THE CORPORATION OF THE CITY OF BRAMPTON	
		REMARKS: RE: PR853010				

LAND
REGISTRY
OFFICE #43

14161-0029 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:47:09

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT BLK C PL 895 CHINGUACOUSY PT 3, 43R757 "EXCEPT PT OF PT 3, 43R757 LYING WITHIN THE LIMITS OF PT 1, 43R1749", PT 3, 43R1329, PT 3, 43R740; PT BLK C PL 640 CHINGUACOUSY PT 2, 43R2412; PT BLK C, PL 640, PT BLK C, PL 895, PT 1, 43R1749; T/W VS176507,VS296073; S/T VS133500 ; BRAMPTON "ADDED 2003/01/23 BY C. COOPER"

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
RE-ENTRY FROM 14161-0299

PIN CREATION DATE:
1999/01/25

OWNERS' NAMES
BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

CAPACITY SHARE
BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/24 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/01/25**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1999/01/25 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN. * * * * *</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION. * * * * *</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES. * * * * *</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1999/01/26 **</p>						
PL640	1960/09/29	PLAN SUBDIVISION				C
VS145461	1970/07/16	BYLAW				C
PL895	1970/08/14	PLAN SUBDIVISION				C
VS149568	1970/09/08	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF CHINGUACOUSY	C
		REMARKS: SKETCH ATTACHED.				
VS151974	1970/10/07	BYLAW				C
VS154932	1970/11/13	RELEASE				C
		REMARKS: PARTIAL, VS149568. DELETED FROM 14161 0001 BY VMIKLOSKA 2003/10/27				

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

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REGISTRY
OFFICE #43

14161-0029 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:47:09

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
43R740	1973/02/21	PLAN REFERENCE				C
43R757	1973/03/14	PLAN REFERENCE				C
43R1329	1973/10/05	PLAN REFERENCE				C
43R1749	1974/01/25	PLAN REFERENCE				C
43R2412	1974/09/03	PLAN REFERENCE				C
VS339491	1975/01/02	RELEASE				C
	REMARKS: VS149568. DELETED FROM 14161 0001 BY VMIKLOSKA 2003 10 27					
43R19468	1992/09/24	PLAN REFERENCE				C
LT2057426	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C
	REMARKS: PEARSON AIRPORT ZONING REGULATION					
PR409525	2003/03/25	NOTICE		CANADIAN NATIONAL RAILWAY COMPANY		C
PR853017	2005/05/19	CERT TAX ARREARS		*** COMPLETELY DELETED *** THE CORPORATION OF THE CITY OF BRAMPTON		
PR861540	2005/06/02	BYLAW		THE CORPORATION OF THE CITY OF BRAMPTON		C
	REMARKS: BY-LAW NO. 143-2005 TO REPEAL BY-LAWS EXEMPTING LANDS FROM PART LOT CONTROL, SEE SCHEDULE ATTACHED.					
PR861569	2005/06/02	BYLAW		THE CORPORATION OF THE CITY OF BRAMPTON		C
	REMARKS: REPEALS BY-LAWS					
PR1299791	2007/07/23	CT TAX ARREAR CANC		*** COMPLETELY DELETED ***	THE CORPORATION OF THE CITY OF BRAMPTON	
	REMARKS: RE: PR853017					

LAND
REGISTRY
OFFICE #43

14024-0013 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:47:49

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT BLK A PL 977 CHINGUACOUSY PT 1, 43R6724 ; BRAMPTON

PROPERTY REMARKS:

ESTATE/QUALIFIER:

FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:

RE-ENTRY FROM 14024-0130

PIN CREATION DATE:

1999/02/22

OWNERS' NAMES

BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED

CAPACITY SHARE

BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<p>**EFFECTIVE 2000/07/29 THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1997/06/24 ON THIS PIN**</p> <p>**WAS REPLACED WITH THE "PIN CREATION DATE" OF 1999/02/22**</p> <p>** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1999/02/22 **</p> <p>**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:</p> <p>** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES * AND ESCHEATS OR FORFEITURE TO THE CROWN.</p> <p>** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY CONVENTION.</p> <p>** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.</p> <p>**DATE OF CONVERSION TO LAND TITLES: 1999/02/23 **</p>						
VS204279	1972/03/22	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF CHINGUACOUSY	C
REMARKS: DELETED FROM 14024 0225 BY VMIKLOSKA 2003 12 23						
PL977	1973/03/30	PLAN SUBDIVISION				C
VS260858	1973/05/15	AGREEMENT			THE CORPORATION OF THE TOWNSHIP OF CHINGUACOUSY	C
REMARKS: SKETCH ATTACHED.						
VS264566	1973/06/06	BYLAW EX PART LOT				C
43R6661	1979/02/19	PLAN REFERENCE				C
43R6724	1979/03/20	PLAN REFERENCE				C
LT2057426	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.

NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

LAND
REGISTRY
OFFICE #43

14024-0013 (LT)

PREPARED FOR Shannon1
ON 2022/11/08 AT 10:47:49


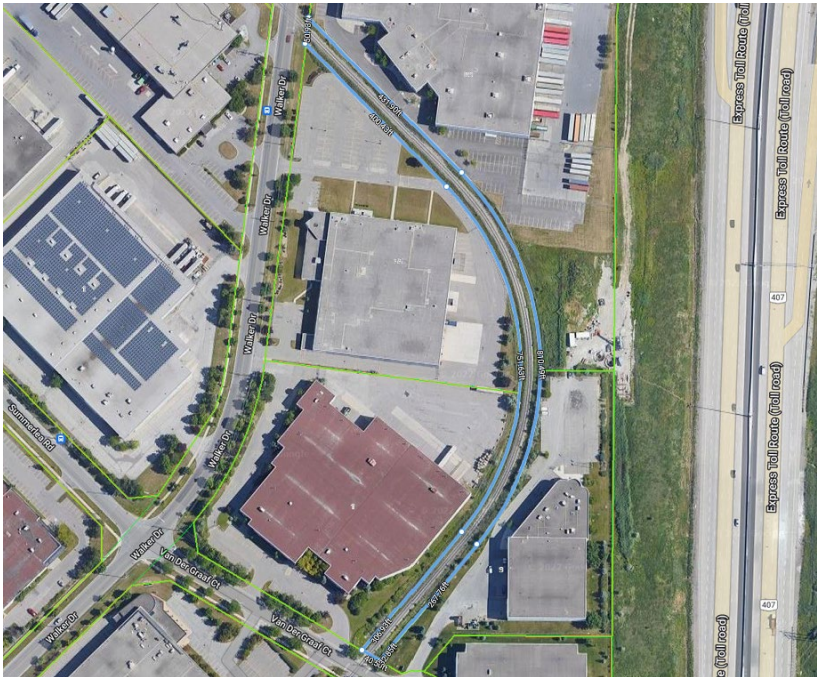
* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
PR860650	2005/06/01	BYLAW		THE CORPORATION OF THE CITY OF BRAMPTON		C
<i>REMARKS: PEARSON AIRPORT ZONING REGULATION</i> <i>REMARKS: BY-LAW NO. 143-2005 TO REPEAL BY-LAWS EXEMPTING LANDS FROM PART LOT CONTROL, SEE SCHEDULE ATTACHED.</i>						

TAB D

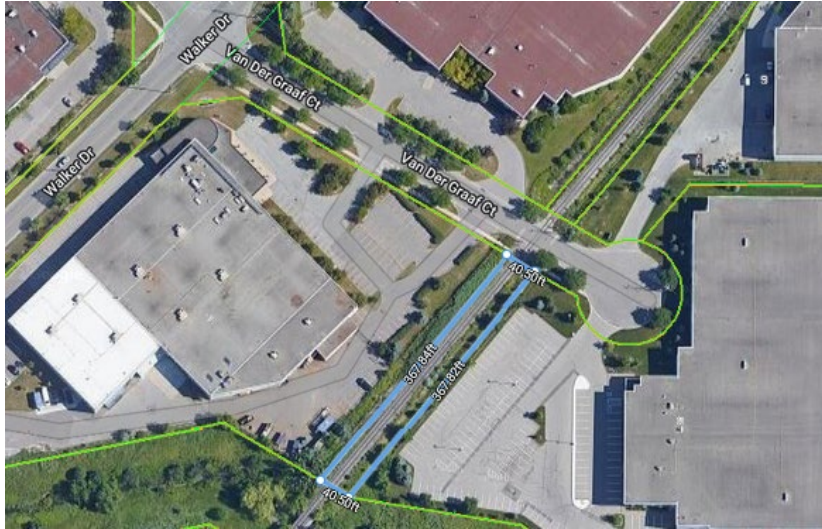
Appendix “D”

Map Excerpts of Railway Lands

PIN	Legal Description
14025-0114 (LT)	<p>PCL PLAN-1, SEC 43M643, BLK 14, PL 43M643 ; S/T LT613129 BRAMPTON</p> 
14025-0132 (LT)	<p>PCL PLAN-1, SEC 43M643; BLK 11, PL 43M643 ; S/T LT613129 BRAMPTON</p> 

14025-0129 (LT)

PCL PLAN-1, SEC 43M643; BLK 23, PL 43M643 ; S/T LT613129
BRAMPTON



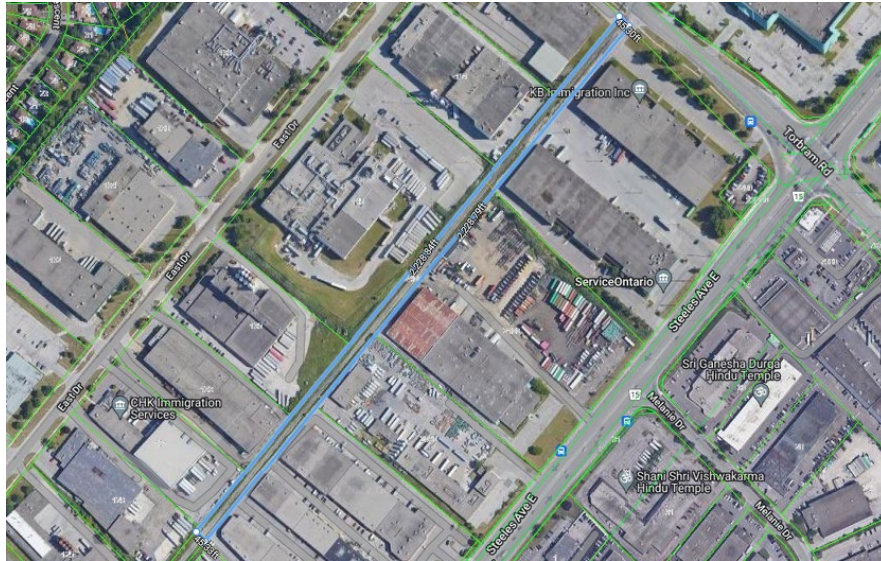
14025-0123 (LT)

PCL PLAN-1, SEC 43M643; BLK 7, PL 43M643 ; S/T LT613129
BRAMPTON



14202-0254 (LT)

PT BLK H PL 848 CHINGUACOUSY PT 1, 43R11395; BLK D PL 766 CHINGUACOUSY; BLK E PL 848 CHINGUACOUSY; S/T VS122284 BRAMPTON



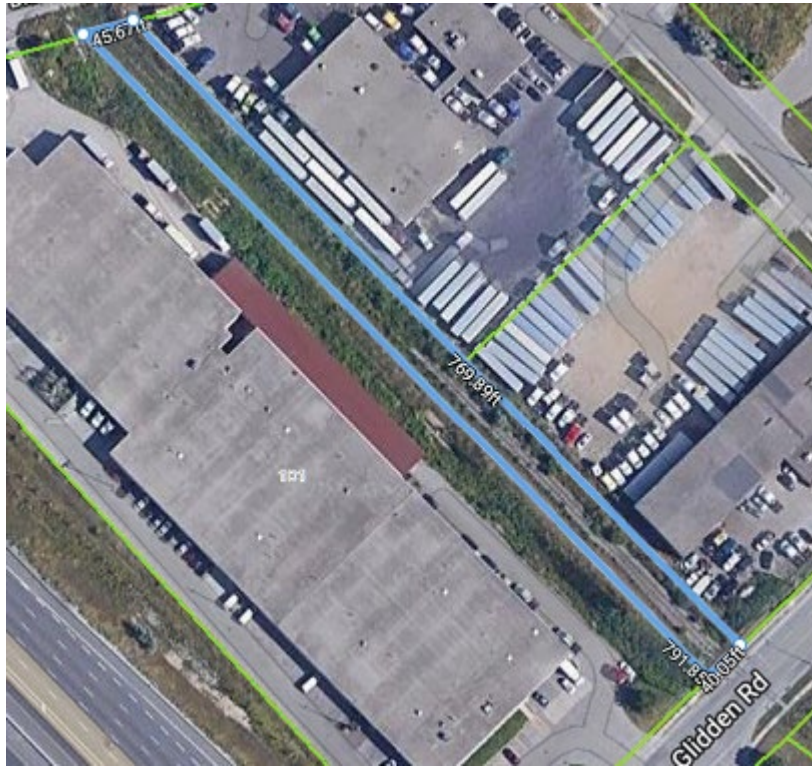
14162-0017 (LT)

PT BLK A PL 676 CHINGUACOUSY PT 3, RD229 ; BRAMPTON



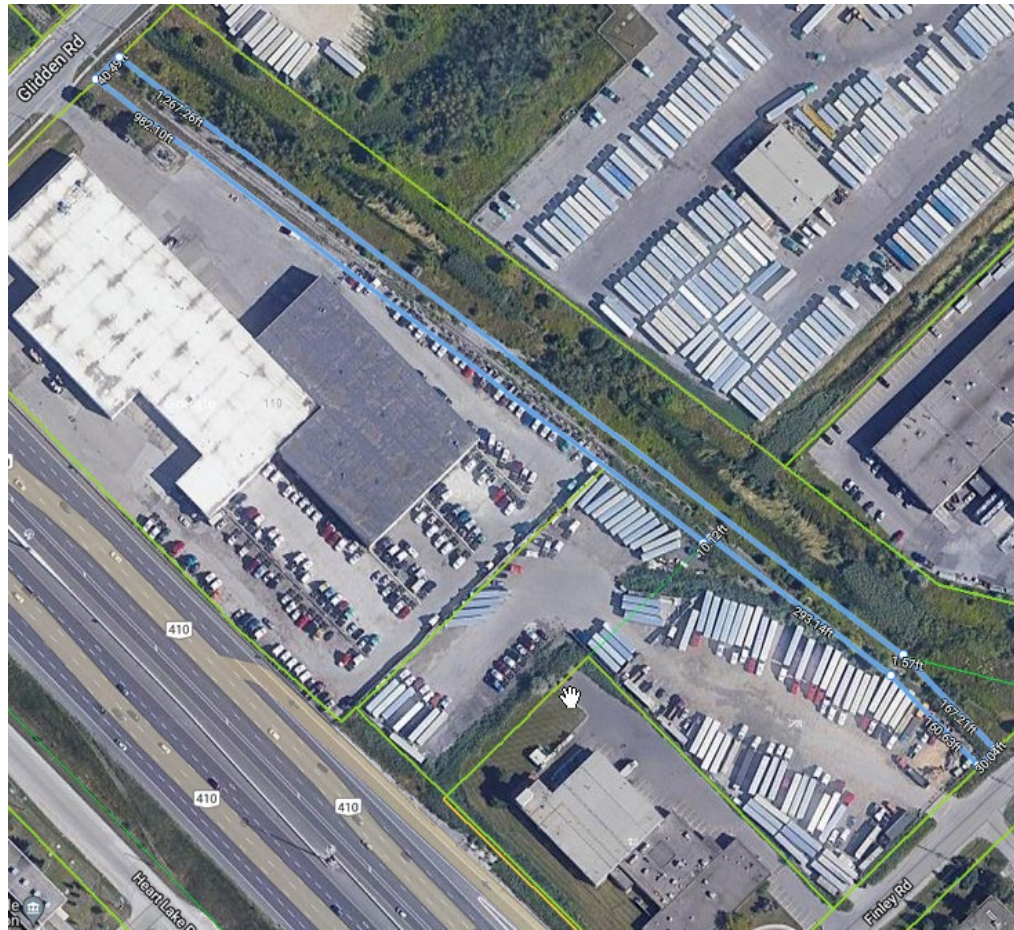
14162-0028 (LT)

PT BLK A PL 676 CHINGUACOUSY PT 4, RD229; S/T RO712927 BRAMPTON



14162-0069 (LT)

PT BLK A PL 676 CHINGUACOUSY PTS 1 & 4, RD135; S/T VS187827 & VS202916 AS PARTIALLY RELEASED BY VS253213; BRAMPTON VS187827 AND VS202916 ASSIGNED BY THE ONTARIO CLEAN WATER AGENCY TO THE REGIONAL MUNICIPALITY OF PEEL AS IN LT1939551.



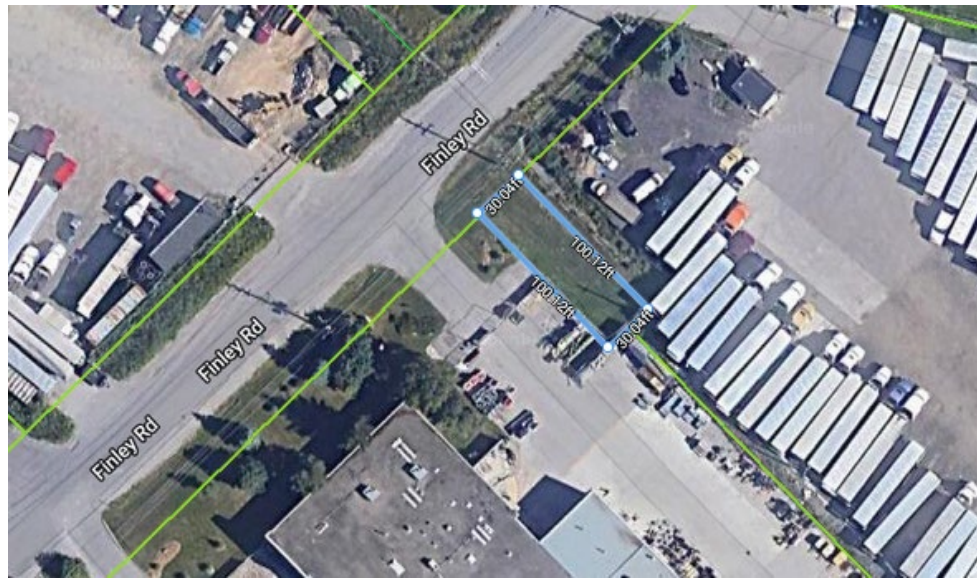
14162-0073 (LT)

PT BLK A PL 676 CHINGUACOUSY PT 1, 43R23117 ; BRAMPTON



14162-0049 (LT)

PT BLK A PL 676 CHINGUACOUSY PT 5, 43R435 ; BRAMPTON



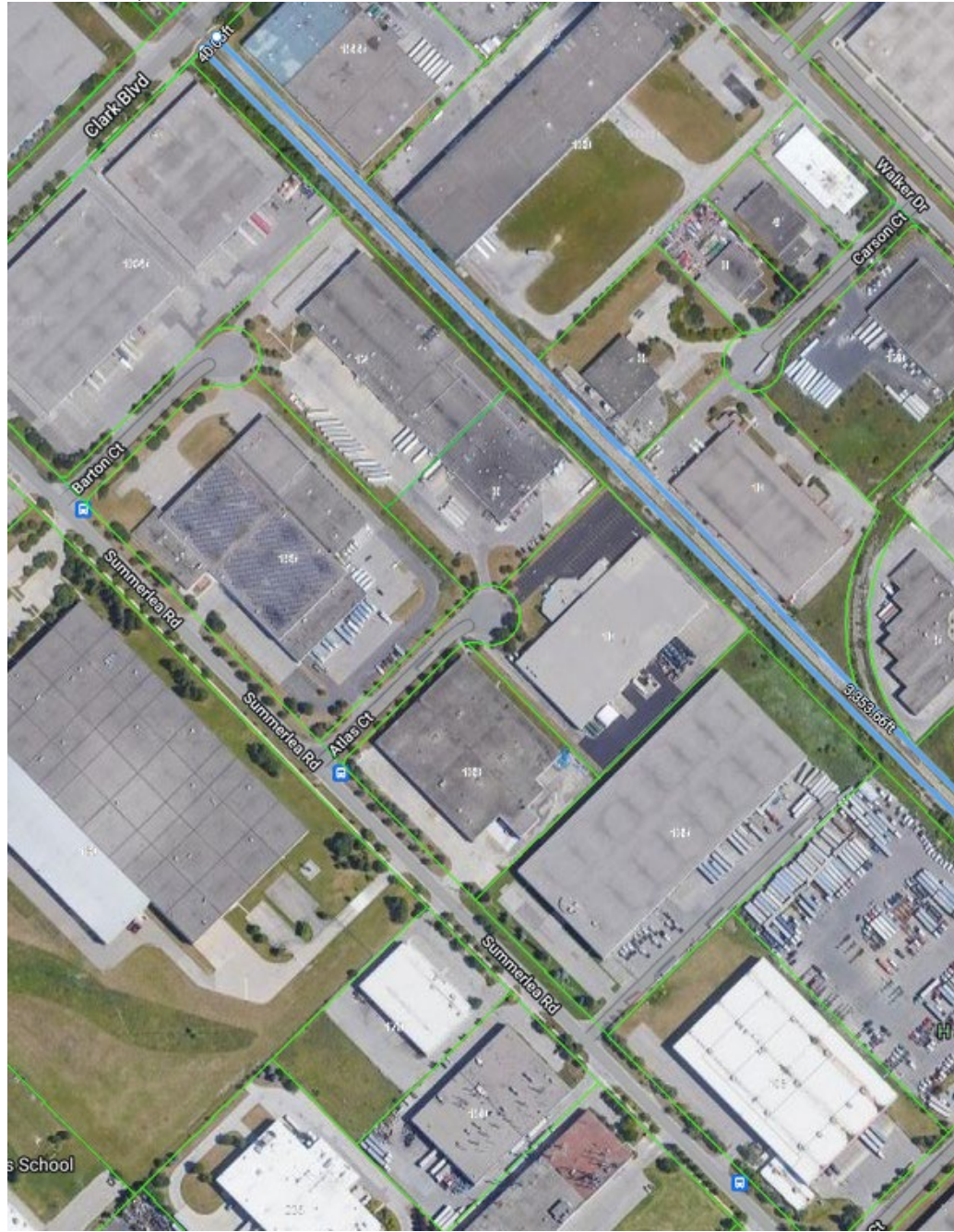
14163-0143 (LT)

PT BLK G PL 636 CHINGUACOUSY PT 1, 43R2260; S/T CH32674 ; BRAMPTON



14025-0043 (LT)

BLK M PL 977 CHINGUACOUSY; S/T RO695417,RO730433,RO739393,RO739666 BRAMPTON



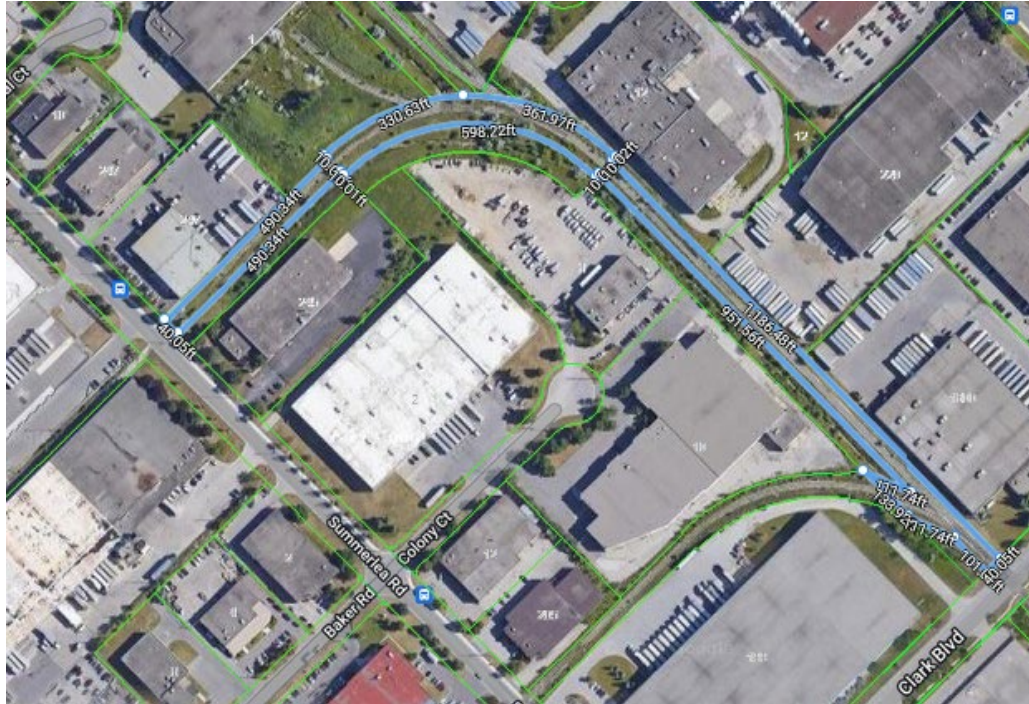
14025-0054 (LT)

PT BLK J PL 977 CHINGUACOUSY BOUNDED BY PT 1 & 2, 43R12760, PT 1, 43R7462, PT 1, 43R7455 AND PT 1, 43R14350 ; BRAMPTON ; S/T RO739393 BRAMPTON



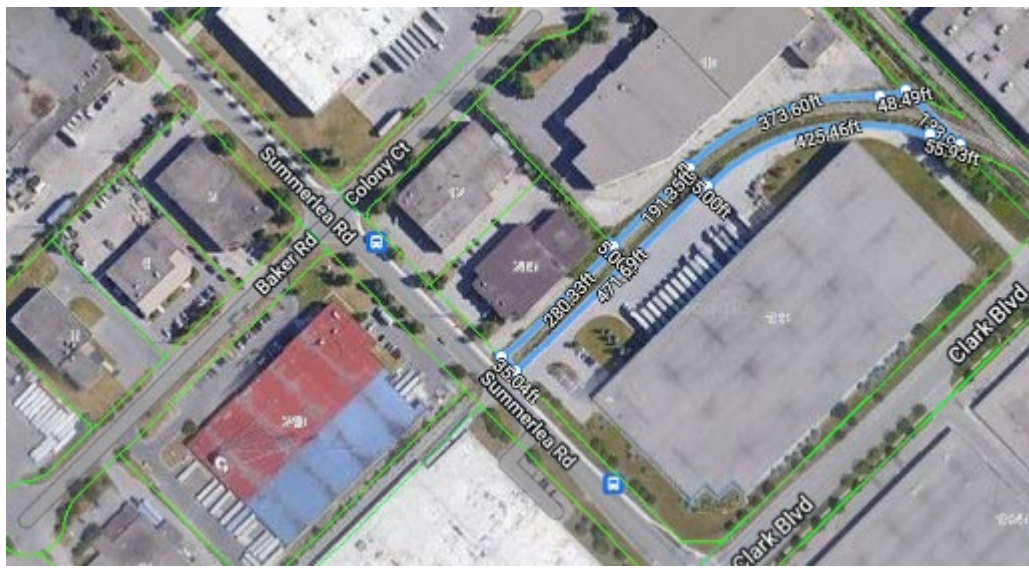
14024-0037 (LT)

PT BLK K PL 977 CHINGUACOUSY; PT BLK L PL 977 CHINGUACOUSY; PT BLK Q PL 977 CHINGUACOUSY; PT BLK R PL 977 CHINGUACOUSY PT 3, 43R3210 & PT 3, 43R6724; S/T RO739666,RO867995,RO889035 BRAMPTON



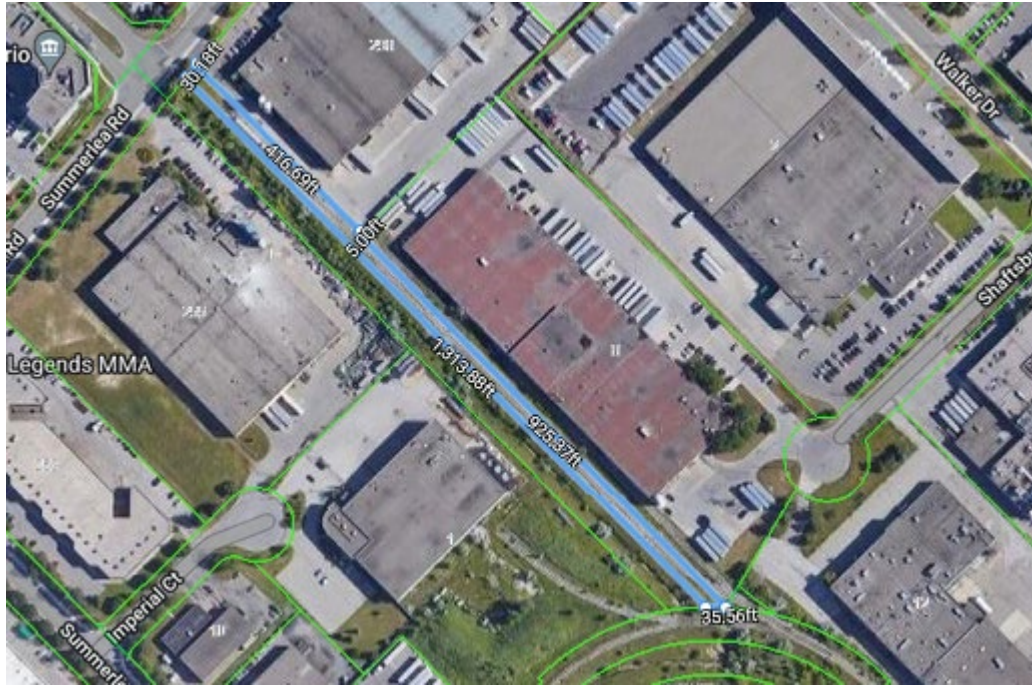
14024-0023 (LT)

PT BLK Q PL 977 CHINGUACOUSY PT 2, 4 & 5, 43R6724; S/T RO505952 ; S/T RO867995,RO889035 BRAMPTON



14024-0104 (LT)

PT BLK K PL 977 CHINGUACOUSY; PT BLK L PL 977 CHINGUACOUSY; PT BLK R PL 977 CHINGUACOUSY PT 3, 43R3610 & PT 1, 43R3210; S/T VS380624 ; BRAMPTON



14024-0105 (LT)

PT BLK R PL 977 CHINGUACOUSY PT 1, 43R3610; S/T VS380624 ; BRAMPTON



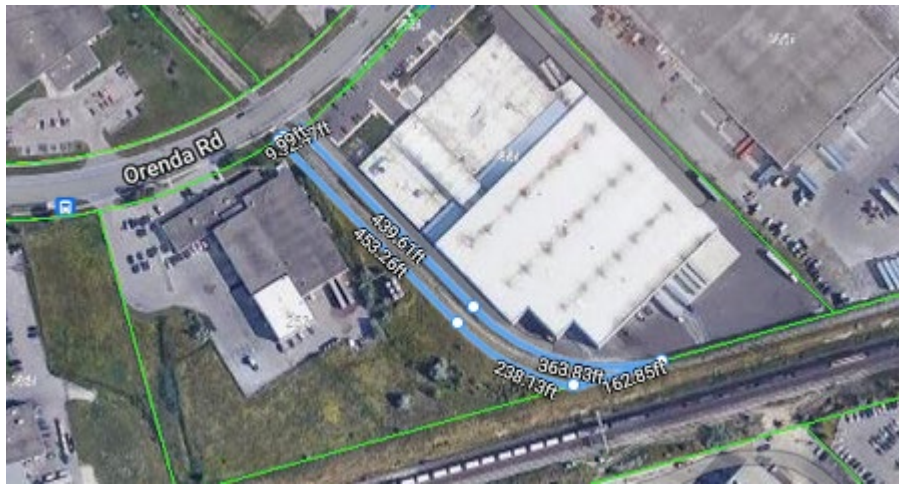
14162-0067 (LT)

BLK D PL 640 CHINGUACOUSY S/T CH28129 & CH33304 (CH28129 PARTIALLY RELEASED AS IN PR1105927); BRAMPTON



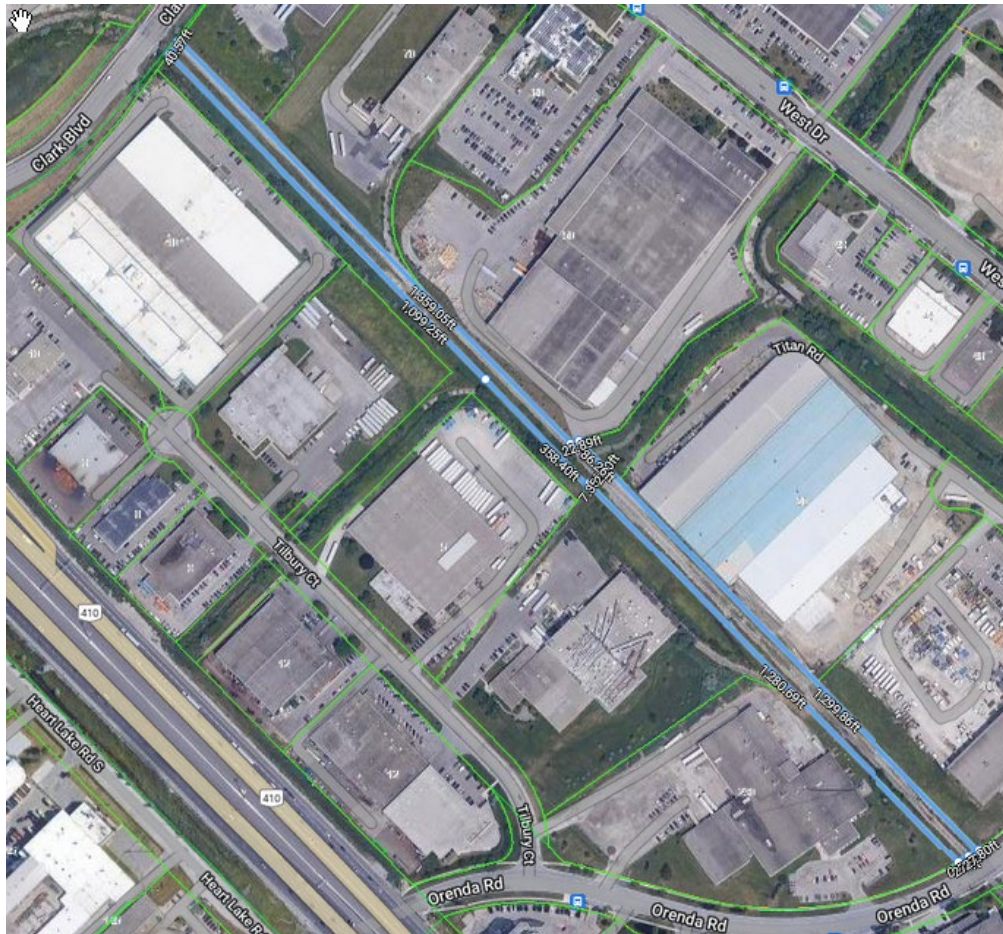
14162-0009 (LT)

PT BLK C PL 640 CHINGUACOUSY PT 3, 43R2412 ; BRAMPTON



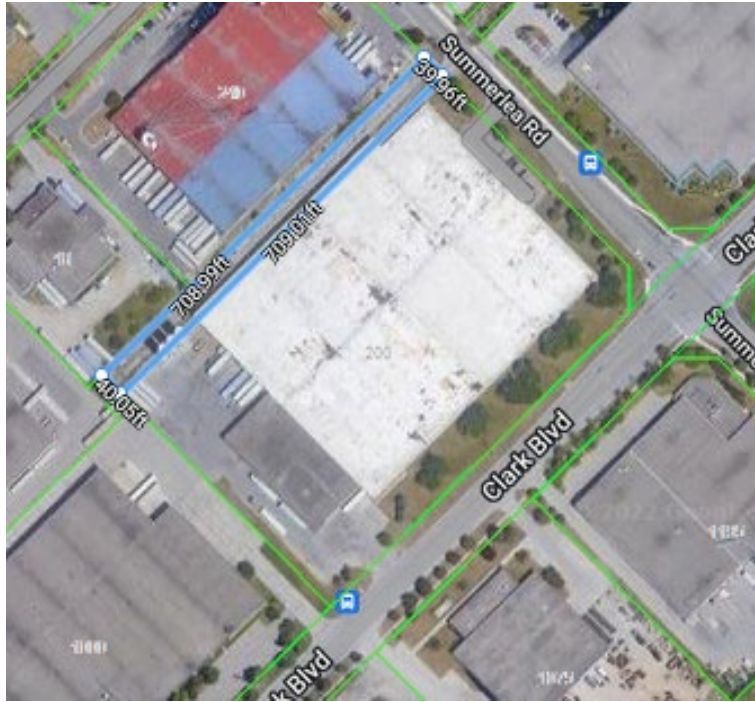
14161-0029 (LT)

PT BLK C PL 895 CHINGUACOUSY PT 3, 43R757 "EXCEPT PT OF PT 3, 43R757 LYING WITHIN THE LIMITS OF PT 1, 43R1749", PT 3, 43R1329, PT 3, 43R740; PT BLK C PL 640 CHINGUACOUSY PT 2, 43R2412; PT BLK C, PL 640, PT BLK C, PL 895, PT 1, 43R1749; T/W VS176507, VS296073; S/T VS133500 ; BRAMPTON "ADDED 2003/01/23 BY C. COOPER"



14024-0013 (LT)

PT BLK A PL 977 CHINGUACOUSY PT 1, 43R6724 ; BRAMPTON



TAB E

Appendix "E"

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT dated as of the 8th day of November, 2022.

B E T W E E N:

**MNP LTD., SOLELY IN ITS CAPACITY AS LICENSED
INSOLVENCY TRUSTEE OF THE BANKRUPTCY ESTATE
OF BRAMALEA INC., AND NOT IN ITS PERSONAL OR
CORPORATE CAPACITIES**

(the “**Vendor**” or the “**Trustee**”)

- and -

**RCC ENTERPRISES INC. O/A RAILWAY
CONSTRUCTION COMPANY**

(the “**Purchaser**”)

WHEREAS:

- A. The Trustee will make a motion to the Court, returnable November 15, 2022, seeking the Sale Process Order, *inter alia*, approving the Sale Process for the marketing and sale of the Lands to be administered by the Trustee.
- B. The Purchaser offers to purchase the Lands from the Vendor on the terms and conditions set out herein and subject to the Court issuing the Sale Process Order and the Approval & Vesting Order.
- C. The Purchaser expressly acknowledges and agrees that this Agreement may not be selected by the Trustee as the winning offer in the Sale Process.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties agree as follows:

ARTICLE 1 INTERPRETATION

1.01 Certain Definitions

In this Agreement, including the recitals and Schedules to this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) “**Adjustments**” means the adjustments to the Purchase Price provided for and determined pursuant to Section 2.06.

- (b) “**Agreement**” means this agreement and all amendments made to this agreement by written agreement between the parties in accordance with the terms hereof.
- (c) “**Appointment Order**” means the Order of the Court dated June 14, 2022, appointing MNP Ltd. as trustee of the bankruptcy estate of Bramalea Inc. pursuant to s. 41(11) of the *Bankruptcy and Insolvency Act*, R.S.C., 1985, c. B-3.
- (d) “**Approval & Vesting Order**” means an Order of the Court substantially in the form attached hereto as Schedule C and otherwise in form and substance satisfactory to the Purchaser in its sole and absolute discretion, *inter alia*, approving this Agreement and vesting title to the Lands in the Purchaser, free and clear of all Claims (as defined in the Approval & Vesting Order) and Encumbrances (except for Permitted Encumbrances).
- (e) “**Bankruptcy Proceeding**” means the proceeding before the Court in regards to the bankruptcy estate of Bramalea Inc., in which the Trustee was appointed pursuant to the Appointment Order.
- (f) “**Break Fee**” means an amount equal to four percent (4%) of the Purchase Price, being \$64,000.
- (g) “**Business Day**” means a day other than a Saturday, Sunday or statutory holiday in the Province of Ontario.
- (h) “**Closing**” means the completion of the purchase and sale of the Lands contemplated by Article 2 of this Agreement.
- (i) “**Closing Date**” means the first Business Day that is ten (10) days after the condition specified in Section 4.03(a)(iii) is satisfied, or such other date as may be agreed to in writing by the Purchaser and the Vendor.
- (j) “**Closing Time**” means 5:00 p.m. (Toronto Time) on the Closing Date.
- (k) “**Court**” means the Ontario Superior Court of Justice (Commercial List).
- (l) “**Deposit**” has the meaning set out in Section 2.03.
- (m) “**Encumbrance**” means any encumbrance (whether registered or unregistered), lien, charge, hypothec, mortgage, pledge, title retention agreement, security interest (whether contractual, statutory or otherwise), trust or deemed trust (whether contractual, statutory or otherwise), execution, levy, financial or monetary claim (including any realty, property or municipal tax or lien), reservation of title, easement, right of occupation, option to buy, pre-emptive right to buy, right of first refusal or first offer, transfer restriction or any agreement to create any of the foregoing.
- (n) “**Expense Reimbursement**” means the aggregate amount, which shall not exceed \$100,000, of all reasonable out-of-pocket expenses (including all fees and expenses of counsel, accountants, advisors, and consultants to the Purchaser and including

all applicable taxes) incurred by the Purchaser relating to or in connection with any of (a) the purchase of the Lands, including the transactions contemplated by this Agreement and the other Transaction Documents (b) the negotiation, preparation, execution or performance of this Agreement and the other Transaction Documents, including the term sheet between the parties that preceded this Agreement dated October 26, 2022 (the “**Term Sheet**”) (c) business, financial, legal, accounting, tax, and other due diligence relating to the Lands and/or the transactions contemplated by this Agreement and the other Transaction Documents, and (d) the Sale Process.

- (o) “**Governmental Authority**” means any domestic or foreign government, whether federal, provincial, state, territorial or municipal; and any governmental agency, ministry, department, court (including the Court), tribunal, commission, stock exchange, bureau, board or other instrumentality exercising or purporting to exercise legislative, judicial, regulatory or administrative functions of, or pertaining to, government or securities market regulation.
- (p) “**HST Legislation**” has the meaning set out in Section 2.07.
- (q) “**Lands**” means the real property legally described in Schedule A.
- (r) “**Permitted Encumbrances**” means those Encumbrances identified on Schedule D.
- (s) “**Person**” means and includes any individual, corporation, partnership, firm, joint venture, syndicate, association, trust, government, governmental agency or board or commission or authority, and any other form of entity or organization.
- (t) “**Purchase Price**” has the meaning set out in Section 2.02.
- (u) “**Sale Process**” means the sale process to be administered by the Trustee, for the marketing and sale of the Lands, as further described in Schedule B.
- (v) “**Sale Process Order**” means an Order of the Court in form and substance acceptable to the Purchaser, *inter alia*, approving the Sale Process and granting Court-ordered priority charges to secure the Break Fee and the Expense Reimbursement.
- (w) “**Transaction**” means the purchase and sale of the Lands contemplated by this Agreement.
- (x) “**Transaction Documents**” means, collectively, this Agreement and all other agreements or other documents executed and delivered by one or both of the parties in connection with this Agreement at the Closing and shall include the Sale Process Order and the Approval & Vesting Order.
- (y) “**Winning Bid**” has the meaning set out in the Sale Process (and for the avoidance of doubt shall include “Winning Bid(s)” as defined in the Sale Process).

1.02 Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “**herein**”, “**hereof**”, “**hereunder**”, “**hereto**” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion of this Agreement. Unless something in the subject matter or context is inconsistent therewith, references in this Agreement to Articles and Sections are to Articles and Sections of this Agreement.

1.03 Extended Meanings

In this Agreement, words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and all other genders and vice versa, and words importing persons will include individuals, partnerships, limited partnerships, associations, trusts, unincorporated organizations, governments, governmental authorities, companies and corporations. The term “including” means “including, without limiting the generality of the foregoing,” and the term “include” has a corresponding meaning.

1.04 Statutory References

In this Agreement, unless something in the subject matter or context is inconsistent therewith, a reference to any statute is to that statute as now enacted or as the same may from time to time be amended, re-enacted or replaced and includes any regulations made thereunder.

1.05 Vendor’s Capacity

The Vendor is acting solely in its capacity as the Trustee and shall have no personal or corporate liability under this Agreement. Any claim against the Vendor shall be limited to, and only enforceable against the property and assets then held by or available to the Vendor in its capacity as Trustee and shall not apply to the Vendor’s personal property and assets held by it in any other capacity. The Vendor shall have no personal or corporate liability of any kind, whether in equity, contract, tort or otherwise.

1.06 Schedules

The following schedules are attached to this Agreement and incorporated by reference and deemed to be part of this Agreement:

- Schedule A – Description of the Lands
- Schedule B – Sale Process
- Schedule C – Approval & Vesting Order
- Schedule D – Permitted Encumbrances

ARTICLE 2 PURCHASE AND SALE OF THE LANDS

2.01 Purchase and Sale of the Lands

Upon and subject to the provisions hereof, the Vendor agrees to sell the Lands to the Purchaser, and the Purchaser agrees to purchase the Lands from the Vendor, at the Closing Time. The Lands shall be conveyed to the Purchaser (or as the Purchaser may direct in accordance with Section 3.04) free and clear of all Claims and Encumbrances (except Permitted Encumbrances) pursuant to the Approval & Vesting Order.

2.02 Purchase Price

The purchase price payable by the Purchaser to the Vendor for the Lands shall be the sum of **\$1,600,000** (the “**Purchase Price**”), subject to the Adjustments contemplated herein.

2.03 Payment of Purchase Price

The Purchase Price shall be paid by the Purchaser to the Vendor as follows:

- (a) a deposit in the amount of \$400,000 (the “**Deposit**”) by bank draft or wire transfer within three (3) Business Days following the execution of this Agreement by the Purchaser; and
- (b) the balance of the Purchase Price, subject to the Adjustments contemplated herein, by certified cheque or wire transfer to an account specified by the Vendor at or before the Closing Time.

2.04 Deposit

- (a) The Deposit shall be deposited by the Vendor in an interest-bearing account of a Canadian chartered bank.
- (b) The Deposit, together with all interest accrued thereon, will be applied on Closing in satisfaction of an equivalent amount of the Purchase Price. Notwithstanding any other provision hereof but subject to Section 2.04(d), if the Closing does not occur for any reason other than the Agreement having been terminated by the Vendor pursuant to Section 4.04(e) as a result of an uncured material breach of this Agreement by the Purchaser, the full amount of the Deposit, together with all interest accrued thereon, shall be forthwith returned by the Vendor to the Purchaser.
- (c) If the Agreement is terminated by the Vendor pursuant to Section 4.04(e) as a result of an uncured material breach of this Agreement by the Purchaser, the full amount of the Deposit, together with all interest accrued thereon, shall become the property of, and may be retained by, the Vendor as liquidated damages (and not as a penalty) to compensate it for the expenses incurred and opportunities foregone as a result of the failure of the Transaction to close, it being understood that the retention of the Deposit by the Vendor shall be the sole and exclusive remedy of the Vendor.

- (d) It is agreed that \$25,000 of the Deposit (the “**Process Fee Amount**”) may be immediately accessed and employed by the Vendor to fund the Sale Process contemplated hereby and that in the event the Transaction (including any amendment agreed thereto) is the Winning Bid and the Transaction does not close, for any reason, the Process Fee Amount shall not be refundable. For the avoidance of doubt, the Process Fee Amount shall be refundable to the Purchaser in the circumstances described in Section 4.04(a).

2.05 Agent Fees / Commissions

The parties acknowledge and agree that no agent fees or commissions shall be paid to any agent, broker or other Person in respect of this Agreement or completion of the Transaction contemplated hereby.

2.06 Adjustments

Adjustments shall be made as of the Closing Date on an accrual basis. The Vendor shall be responsible for all expenses accrued in respect of the Lands for the period ending on and including the Closing Date and, thereafter, the Purchaser shall be responsible for all expenses in respect of and shall be entitled to all revenue accruing from the Lands.

Adjustments shall include all realty and property taxes, municipal service accounts, utilities costs, and other adjustments established by the usual practice in the Province of Ontario for the purchase and sale of properties in the nature of the Lands. For the avoidance of doubt, the Purchaser shall have no liability for any municipal, realty or property taxes in respect of the Lands relating to the period on or prior to the Closing Date.

The provisions of this Section 2.06 shall survive Closing.

2.07 Harmonized Sales Tax

The Purchase Price excludes HST. The Purchaser agrees and confirms that the Purchaser will be, at the time of Closing, a registrant under Part IX of the *Excise Tax Act* (Canada) (the “**HST Legislation**”). The Vendor and Purchaser acknowledge that the purchase by the Purchaser of the Lands is governed by the provisions of Section 221(2)(b) and 228(4)(a) of the HST Legislation. Accordingly, the Vendor has no obligation to collect HST on the Purchase Price and the Purchaser shall self-assess the HST owing in respect of the Transaction contemplated by this Agreement. The Purchaser will indemnify and save harmless the Vendor in respect of any amounts, demands or claims owing or which may become owing in respect of any HST exigible on the completion of this Transaction.

2.08 Land Transfer Tax

The Purchaser shall pay all applicable land transfer tax upon the registration of the Approval & Vesting Order in respect of the Lands. Accordingly, the Vendor has and shall have no obligation or liability in respect of land transfer tax. The Purchaser will indemnify and save harmless the Vendor in respect of any amounts, demands or claims owing or which may become owing in respect of any land transfer tax exigible, assessed, in respect of, or arising out of the completion of this Transaction.

2.09 Allocation of Purchase Price

The Purchaser has the right to allocate the Purchase Price across the Lands as it sees fit, in its sole and absolute discretion, and the parties will file tax returns consistent with such allocation; provided that the Purchaser may not allocate to any one parcel included as part of the Lands an amount less than the municipal, realty and property taxes owing, if any, in respect of such parcel for the period prior to Closing.

ARTICLE 3 REPRESENTATIONS, OTHER COVENANTS & CLOSING MECHANICS

3.01 Vendor's Representations

The Vendor represents to and in favour of the Purchaser that each of the following statements is on the date of this Agreement, and will at the Closing Time be, true and correct:

- (a) the Appointment Order remains in full force and effect and has not been varied or amended;
- (b) subject to the issuance by the Court of the Sale Process Order, the Vendor has good and sufficient power, authority and right to enter into this Agreement and each of the other Transaction Documents to be entered into by it and, subject to the issuance of the Approval & Vesting Order, to complete the Transaction to be completed by it hereunder and thereunder;
- (c) subject to the issuance of the Approval & Vesting Order, the Vendor has the right to sell the Lands in accordance with the provisions of this Agreement and has not sold or otherwise disposed or agreed to sell or otherwise dispose of any of the Lands and, except as contemplated by the Sale Process Order, has not mortgaged, charged or encumbered any of the Lands;
- (d) the Vendor is not now and will not on Closing be a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada); and
- (e) the Vendor did not knowingly withhold any agreement, instrument, contract, lease, financial material or other documents in its possession or control relating to the Lands which would be considered material to the Transaction by a reasonable purchaser.

3.02 Purchaser's Representations

The Purchaser represents to and in favour of the Vendor that each of the following statements is on the date of this Agreement, and will at the Closing Time be, true and correct:

- (a) the Purchaser is a corporation duly incorporated and subsisting under the law of Ontario;
- (b) the Purchaser has good and sufficient corporate power and corporate authority to enter into this Agreement and each of the other Transaction Documents to be

entered into by it and to complete the Transaction to be completed by it hereunder and thereunder;

- (c) the Purchaser is, or shall be at Closing, a registrant under Part IX of the HST Legislation (and the Purchaser shall provide evidence of such registration and its business number on or before Closing); and
- (d) the Purchaser is not now and will not on Closing be a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada).

3.03 Electronic Registration

The parties acknowledge that the Teraview Electronic Registration System is operative and mandatory in the applicable Land Titles Offices relating to the Lands. The parties shall each authorize their respective legal counsel to enter into a document registration agreement in the form adopted by the joint LSO-CBAO Committee on Electronic Registration of Title Documents. The delivery and exchange of documents and closing funds and the release thereof to Vendor and Purchaser, as the case may be: (a) shall not occur contemporaneously with the registration of the applicable application for registration of the Approval & Vesting Order (and other registrable documentation); and (b) shall be governed by the document registration agreement pursuant to which legal counsel receiving any documents or funds will be required to hold same in escrow and will not be entitled to release except in strict accordance with the provisions of the document registration agreement.

3.04 Direction re: Title

The Purchaser may direct, on written notice to the Vendor delivered at least one (1) Business Day prior to the hearing of the motion for the Approval & Vesting Order, that the Vendor convey title in all or any portion of the Lands to RCC (Brampton Rail) Inc. and/or any affiliate of the Purchaser, instead of the Purchaser on the Closing Date. The Purchaser shall remain liable for all obligations under this Agreement notwithstanding any such title direction.

3.05 Assumed Liabilities

The Purchaser agrees to assume any and all liabilities with respect to (i) the environmental condition of the Lands; and (ii) any prescriptive easement that Canadian National Railway Company or its successors or assigns has or have in perpetuity over the Lands.

3.06 Sale Process Order

Forthwith following execution of this Agreement, the Vendor shall serve and file a motion in the Bankruptcy Proceeding seeking the Sale Process Order, such motion to be served on the service list in the Bankruptcy Proceeding and such other Persons as may be reasonably requested by the Purchaser in writing. The Vendor shall deliver a draft of the motion materials to be served in connection with the foregoing motion to counsel to the Purchaser prior to service thereof for review and comment.

3.07 Approval & Vesting Order

If this Agreement is the Winning Bid in accordance with the Sale Process then, within five (5) Business Days of this Agreement being declared the Winning Bid, the Vendor shall serve and file a motion in the Bankruptcy Proceeding seeking the Approval & Vesting Order, such motion to be served on the service list in the Bankruptcy Proceeding and such other Persons as may be reasonably requested by the Purchaser in writing. The Vendor shall deliver a draft of the motion materials to be served in connection with the foregoing motion to counsel to the Purchaser no later than two (2) Business Days prior to service thereof for review and comment.

3.08 Closing

- (a) The Closing will be completed at the Closing Time.
- (b) Any tender of documents or money under this Agreement may be made upon the parties or their respective lawyers without the necessity of personally attending upon the other party or their solicitor with the aforementioned documents, and without any requirement to have an independent witness evidence the foregoing.
- (c) The Vendor covenants to execute, where applicable, and deliver the following to the Purchaser at or before the Closing Time:
 - (i) a copy of the issued and entered Sale Process Order;
 - (ii) a copy of the issued and entered Approval & Vesting Order;
 - (iii) a statement of adjustments in accordance with Section 2.06 hereof;
 - (iv) an undertaking to readjust for the adjustments set out in Section 2.06 hereof;
 - (v) a certificate, dated as of the Closing Date, certifying:
 - (A) that the Vendor has not been served with any notice of appeal or leave to appeal with respect to the Sale Process Order or the Approval & Vesting Order, or any notice of any application, motion or proceeding seeking to set aside or vary the Sale Process Order or the Approval & Vesting Order or enjoin, restrict or prohibit the completion of the Transaction contemplated hereby;
 - (B) that all representations, warranties and covenants of the Vendor contained in this Agreement are true as of the Closing Time, with the same effect as though made on and as of the Closing Time; and
 - (C) the non-merger specified in Section 3.09 hereof and elsewhere herein;
 - (vi) a statutory declaration of a senior officer of the Vendor having personal knowledge of the facts declared wherein he declares that, at Closing, the Vendor is not a non-resident of Canada within the meaning and intended

- purpose of Section 116 of the *Income Tax Act* (Canada), failing which, the Purchaser will be credited against the Purchase Price with the amount necessary to pay to the Minister of National Revenue to satisfy the Purchaser's liability under the *Income Tax Act* (Canada) for tax payable;
- (vii) an acknowledgement, dated as of the Closing Date, that each of the conditions to Closing in favour of the Vendor has been fulfilled, performed or waived as of the Closing Time;
 - (viii) the Trustee's Certificate (as defined in the Approval & Vesting Order), to be held in escrow and released at the conclusion of the Closing; and
 - (ix) such further documentation relating to the completion of the Transaction contemplated hereby as is otherwise referred to herein or as may required by the Purchaser (acting reasonably), any applicable law or governmental authority.
- (d) The Purchaser covenants to execute, where applicable, and deliver the following to the Vendor at or before the Closing Time:
- (i) indefeasible payment and satisfaction in full of the Purchase Price in accordance with Section 2.03 hereof;
 - (ii) if necessary, payment or evidence of payment of HST applicable to the Lands or, if applicable, appropriate tax exemption certificates with respect to HST in accordance with the terms hereof;
 - (iii) an indemnity in favour of the Vendor in respect of HST and land transfer tax, pursuant to Section 2.07 and Section 2.08 hereof;
 - (iv) an undertaking to readjust for the adjustments set out in Section 2.06 hereof;
 - (v) a certificate, dated as of the Closing Date, certifying:
 - (A) that all representations, warranties and covenants of the Purchaser contained in this Agreement are true as of the Closing Time, with the same effect as though made on and as of the Closing Time; and
 - (B) the non-merger specified in Section 3.09 hereof and elsewhere herein;
 - (vi) an acknowledgement, dated as of the Closing Date, that each of the conditions to Closing in favour of the Purchaser has been fulfilled, performed or waived as of the Closing Time; and
- (e) such further documentation relating to the completion of the Transaction contemplated hereby as is otherwise referred to herein or as may required by the Purchaser (acting reasonably), any applicable law or governmental authority.

3.09 Survival of Representations

The representations and warranties contained in this Agreement, other than those contained in Section 2.06, 3.03, this Section 3.09 and Article 5, shall merge on Closing.

3.10 Access and Notices

The Vendor agrees to allow the Purchaser and the Purchaser's authorized representatives access to the Lands from time to time prior to the Closing and hereby authorizes the Purchaser and the Purchaser's authorized representatives to carry out, at the Purchaser's expense, such tests and inspections as the Purchaser or its authorized representatives may deem necessary provided that the Purchaser shall promptly repair any resulting property damage. Such tests and inspections shall include, without limitation, conducting surveys and soil, ground-water and environmental tests. The Vendor shall forthwith deliver copies of any and all documents, notices or other communications it receives from any Person relating to the Lands or the Transaction to the Purchaser and its counsel (but excluding any documents, notices or other communications from other Potential Bidders in the Sale Process except as provided for in the Sale Process).

3.11 Trustee's Rights under 14.06(4) of the BIA

Notwithstanding anything to the contrary herein, including but not limited to the Purchaser's assumption of environmental liabilities pursuant to section 3.05 hereof, nothing herein shall be construed so as to restrict the Trustee's rights under section 14.06(4) of the *Bankruptcy and Insolvency Act* (Canada) to disclaim any interest in the Lands (the "**Disclaimer Right**"). To the extent the Trustee intends to exercise the Disclaimer Right in respect of one or more parcels comprising the Lands, the Trustee shall provide not less than three (3) Business Days' prior written notice to the Purchaser of same and the parties shall forthwith meet to discuss such intention and negotiate in good faith any potential amendments to this Agreement arising therefrom. In the event the Trustee elects to exercise the Disclaimer Right with respect to all or any portion of the Lands without the prior written consent of the Purchaser, the Purchaser shall have the right to terminate its obligations under this Agreement pursuant to Section 4.04(d) hereof.

ARTICLE 4 CONDITION PRECEDENT AND TERMINATION

4.01 Conditions Precedent in favour of the Purchaser

- (a) The obligation of the Purchaser to complete the Transaction is subject to the following conditions being fulfilled or performed:
 - (i) all representations and warranties of the Vendor contained in this Agreement that are qualified by a materiality qualifier shall be true and correct, and all representations and warranties of the Vendor contained in this Agreement that are not qualified by a materiality qualifier shall be true and correct in all material respects, in each case, as of the Closing Time, with the same force and effect as though made on and as of that date; and

- (ii) the Vendor shall have performed in all material respects each of its obligations under this Agreement to the extent required to be performed at or before the Closing Time, including the delivery of each of the items required pursuant to Section 3.08(c).
- (b) The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition in this Section 4.01 may be waived by the Purchaser in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing. If any condition set out in Section 4.01 is not satisfied or performed on or prior to the Closing Date, the Purchaser may elect on written notice to the Vendor to terminate this Agreement.

4.02 Conditions Precedent in favour of the Vendor

- (a) The obligation of the Vendor to complete the Transaction is subject to the following conditions being fulfilled or performed:
 - (i) all representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects as of the Closing Time with the same force and effect as though made on and as of that date; and
 - (ii) the Purchaser shall have performed in all material respects each of its obligations under this Agreement to the extent required to be performed at or before the Closing Time, including the delivery of each of the items required pursuant to Section 3.08(d).
- (b) The foregoing conditions are for the exclusive benefit of the Vendor. Any condition in this Section 4.02 may be waived by the Vendor in whole or in part, without prejudice to any of its rights of termination in the event of non-fulfillment of any other condition in whole or in part. Any such waiver shall be binding on the Vendor only if made in writing. If any condition set out in Section 4.02 is not satisfied or performed on or prior to the Closing Date, the Vendor may elect on written notice to the Purchaser to terminate this Agreement.

4.03 Conditions Precedent in favour of both the Purchaser and the Vendor

- (a) The obligations of each of the Vendor and the Purchaser to complete the Transaction are subject to the following conditions being fulfilled or performed:
 - (i) the Sale Process Order shall have been obtained and shall not have been stayed, varied, or vacated;
 - (ii) this Agreement shall have been declared the Winning Bid in the Sale Process;
 - (iii) the Approval & Vesting Order shall have been obtained and shall not have been stayed, varied, or vacated;

- (iv) no order shall have been issued by a Governmental Authority which restrains or prohibits the completion of the Transaction; and
 - (v) no motion, action or proceedings shall be pending by or before a Governmental Authority to restrain or prohibit the completion of the Transaction contemplated by this Agreement.
- (b) The parties hereto acknowledge that the foregoing conditions are for the mutual benefit of the Vendor and the Purchaser. If the conditions set out in this Section 4.03 are not satisfied, performed or mutually waived (in whole or in part) on or before the Closing Date, any Party shall have the option to terminate this Agreement upon written notice to the other Party.

4.04 Termination

- (a) **Automatic Termination if Agreement is not the Winning Bid and Payment of Break Fee and Expense Reimbursement** – In the event the Trustee does not select the Agreement as the Winning Bid in the Sale Process, then: (i) this Agreement shall automatically terminate and the Purchaser shall be entitled to the immediate return of the Deposit in full (including the Process Fee Amount, which shall be funded from the non-refundable portion of the deposit provided in respect of the Winning Bid), including all interest earned thereon; and (ii) forthwith following the closing of such Winning Bid, the Vendor shall pay the Break Fee and Expense Reimbursement to the Purchaser by wire transfer of immediately available funds to an account specified in writing by the Purchaser, and neither the Purchaser nor the Vendor shall have any remaining obligations under this Agreement except as specified in this Section 4.04(a) and Article 5 and neither party will have any liability to the other for any loss or damage suffered by it except as specified in this Section 4.04(a).
- (b) **Purchaser Option to Terminate if Sale Process Order is Not Issued or is Stayed etc.** – In the event the Sale Process Order is not issued by the Court following the Vendor’s motion for the Sale Process Order, or the Sale Process Order is issued by the Court but stayed, varied or vacated prior to the completion of the Transaction contemplated by this Agreement (and, in the case of a stay, such stay is not vacated to allow (in the Purchaser’s discretion) sufficient time to complete the Transaction as contemplated hereby), the Purchaser shall be entitled, at the Purchaser’s option, on written notice to the Vendor, to terminate its obligations under this Agreement. In the event the Purchaser elects to terminate its obligations under this Agreement pursuant to this Section 4.04(b), the Purchaser shall be entitled to the immediate return of the Deposit (except for the Process Fee Amount), including all interest earned thereon, and neither the Purchaser nor the Vendor shall have any remaining obligations under this Agreement except as specified in this Section 4.04(b) and Article 5 and neither party will have any liability to the other for any loss or damage suffered by it.
- (c) **Purchaser Option to Terminate if Approval & Vesting Order is Not Issued or is Stayed etc.** – In the event the Approval & Vesting Order is not issued by the

Court following the Vendor's motion for the Approval & Vesting Order, or the Approval & Vesting Order is issued by the Court but stayed, varied or vacated prior to the completion of the Transaction contemplated by this Agreement, the Purchaser shall be entitled, at the Purchaser's option, on written notice to the Vendor, to terminate its obligations under this Agreement. In the event the Purchaser elects to terminate its obligations under this Agreement pursuant to this Section 4.04(c), the Purchaser shall be entitled to the immediate return of the Deposit (except for the Process Fee Amount), including all interest earned thereon, and neither the Purchaser nor the Vendor shall have any remaining obligations under this Agreement except as specified in this Section 4.04(c) and Article 5 and neither party will have any liability to the other for any loss or damage suffered by it.

- (d) **Termination for Injunction etc.** – In the event the Vendor cannot complete the Transaction due to an injunction, or the Vendor is otherwise unable to provide the Purchaser with possession of or conveyance of the Lands on the Closing Date (including because the Vendor has exercised the Disclaimer Right), the Purchaser may, by written notice to the Vendor, elect to either: (i) extend the Closing Date by no more than sixty (60) days, and if the Vendor is unable to remove the impediments to Closing by such extended date, then this Agreement will automatically terminate, or (ii) terminate its obligations under this Agreement, and in either case the Purchaser shall be entitled to the immediate return of the Deposit (except for the Process Fee Amount), including all interest earned thereon, and neither the Purchaser nor the Vendor shall have any remaining obligations under this Agreement except as specified in this Section 4.04(d) and Article 5 and neither party will have any liability to the other for any loss or damage suffered by it.
- (e) **Termination for Material Breach/Limitation on Liability** - In the event that either party shall become aware of any material breach of a representation or warranty of the other party prior to the Closing, it shall forthwith advise the alleged breaching party in writing thereof (including providing reasonable particulars) and the sole right and remedy of the non-breaching party with respect thereto shall be the termination of this Agreement, subject to the right of the alleged breaching party to cure the alleged breach within ten (10) Business Day's following receipt of written notice of the breach from the non-breaching party. Notwithstanding any of the provisions contained in this Agreement to the contrary, each party's liability with respect to any breach of a representation, warranty or covenant contained in this Agreement shall be limited to the return or release of the Deposit (including all interest earned thereon), as the case may be, and neither party shall be liable for any loss of profits, loss of revenue, loss of contract, loss of business opportunity or any consequential loss or indirect loss or damages of any nature or kind; provided, however, that nothing in this sentence shall be construed so as to restrict the Purchaser's ability to seek specific performance of this Agreement.

ARTICLE 5 GENERAL

5.01 “As is, Where Is”; No Representations, Warranties or Conditions by Vendor

Except as set out in Section 3.01, no representations, warranties or conditions, express, implied, imposed by statute or otherwise, are made by the Vendor with respect to the title, physical characteristics, use, zoning, existence of latent defects, maintenance, repair or condition (including environmental condition) or insurability of the Lands or any other matter, it being the express intention of the Vendor and the Purchaser that the Lands shall be transferred to the Purchaser in their condition at Closing Time and state of repair, “as is, where is” and “without recourse”, with all faults, subject to the terms of the Approval & Vesting Order.

5.02 Further Assurances

Each of the parties will from time to time execute and deliver all such further documents and instruments and do all such acts and things as the other party may, either before or after the Closing Date, reasonably required to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

5.03 Time of the Essence

Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by the parties or by their respective solicitors who may be specifically authorized in that regard.

5.04 Benefit of the Agreement

This Agreement will enure to the benefit of and be binding on the respective successors (including any successor by amalgamation or operation of law) and permitted assigns of the parties.

5.05 Entire Agreement

This Agreement, together with the other Transaction Documents, constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior understandings and agreements between the parties with respect thereto, including as set forth in the Term Sheet. There are no terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set out in this Agreement and the other Transaction Documents.

5.06 Amendments and Waiver

No modification of or amendment to this Agreement will be valid or binding unless in writing and duly executed by both of the parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

5.07 Assignment

Neither the Purchaser nor the Vendor shall, without the prior written consent of the other party, assign all or any portion of its rights and/or obligations under this Agreement. The foregoing shall not restrict the Purchaser's ability to direct title as provided in Section 3.04.

5.08 Legal and Accounting Fees

Subject to the obligation of the Vendor to pay the Expense Reimbursement and the Break Fee as set forth herein and the covenants of the parties regarding the Process Fee Amount, each of the parties will pay its own legal, accounting and other fees and expenses incurred in connection with the preparation, execution and delivery of this Agreement and the other Transaction Documents and the completion of the Transaction contemplated hereby or thereby, as well as any other costs and expenses whatsoever and howsoever incurred.

5.09 Non-Business Day

If any amount required to be paid under this Agreement is due on a day which is not a Business Day, such amount will be paid on the next following Business Day.

5.10 Notices

Any demand, notice, objection or other communication to be given in connection with this Agreement or any of the Transaction Documents shall be given in writing by personal delivery, registered mail, courier or e-mail addressed to the recipient as follows:

- (a) To the Purchaser:

RCC Enterprises Inc. o/a Railway Construction Company
Address
4101 Steeles Avenue West, Suite 201
Toronto, Ontario M3N 1V7

Attention: Tony Romanelli
Email: tromanelli@rccgroup.ca

With a copy that shall not constitute notice to:

Goodmans LLP
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7

Attention: Chris Armstrong
E-mail: carmstrong@goodmans.ca

(b) To the Vendor:

MNP Ltd.
111 Richmond Street West – Suite 300
Toronto, ON M5H 2G4

Attention: Sheldon Title
E-mail: sheldon.title@mnp.ca

With a copy that shall not constitute notice to:

Loopstra Nixon LLP
120 Adelaide Street West, Suite 1901
Toronto, ON M5H 1T1

Attention: Graham Phoenix
E-mail: gphoenix@loonix.ca

or to such other address, e-mail or individual as may be designated by notice by either party to the other party in accordance with the terms hereof. Any demand, notice, objection or other communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the fifth (5th) Business Day following the deposit thereof in the mail and, if given by courier, on the second (2nd) Business Day following the sending thereof and, if given by e-mail, on the next Business Day following the sending thereof. If the party giving any demand, notice, objection or other communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, such demand, notice, objection or other communication shall not be mailed but shall be given by personal delivery, courier or e-mail.

5.11 Currency

All dollar amounts referred to in this Agreement are denominated in Canadian currency.

5.12 Governing Law

This Agreement and the other Transaction Documents shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

5.13 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

5.14 Tender

Any tender of notices, documents or monies hereunder may be made on the Vendor or the Purchaser or their respective solicitors. Any monies may be tendered by wire transfer, a negotiable

cheque certified by a Canadian chartered bank or by a bank draft drawn on one of Canada's five largest chartered banks.


5.15 Execution & Delivery

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed and delivered either in original or by electronic delivery in portable document format (PDF) and the parties adopt any signatures received by electronic delivery as original signatures of the parties.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

MNP LTD., solely in its capacity as licensed insolvency trustee of the bankruptcy estate of Bramalea Inc., and not in its personal or corporate capacities

By: 
Name: Sheldon Title
Title: Senior Vice President

I have authority to bind the company.

RCC ENTERPRISES INC.
o/a Railway Construction Company

By: _____
Name: Tony Romanelli
Title: Director

I have authority to bind the company.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

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Name: Sheldon Title
Title: Senior Vice President

I have authority to bind the company.

RCC ENTERPRISES INC.
o/a Railway Construction Company

By:  _____
Name: Tony Romanelli
Title: Director

I have authority to bind the company.

SCHEDULE A
DESCRIPTION OF THE LANDS

	PIN	Legal Description
B1	14025-0114 (LT)	PCL PLAN-1, SEC 43M643, BLK 14, PL 43M643 ; S/T LT613129 BRAMPTON
B2	14025-0132 (LT)	PCL PLAN-1, SEC 43M643; BLK 11, PL 43M643 ; S/T LT613129 BRAMPTON
B3	14025-0129 (LT)	PCL PLAN-1, SEC 43M643; BLK 23, PL 43M643 ; S/T LT613129 BRAMPTON
B4	14025-0123 (LT)	PCL PLAN-1, SEC 43M643; BLK 7, PL 43M643 ; S/T LT613129 BRAMPTON
B5	14202-0254 (LT)	PT BLK H PL 848 CHINGUACOUSY PT 1, 43R11395; BLK D PL 766 CHINGUACOUSY; BLK E PL 848 CHINGUACOUSY; S/T VS122284 BRAMPTON
B6	14162-0017 (LT)	PT BLK A PL 676 CHINGUACOUSY PT 3, RD229 ; BRAMPTON
B7	14162-0028 (LT)	PT BLK A PL 676 CHINGUACOUSY PT 4, RD229; S/T RO712927 BRAMPTON
B8.1	14162-0069 (LT)	PT BLK A PL 676 CHINGUACOUSY PTS 1 & 4, RD135; S/T VS187827 & VS202916 AS PARTIALLY RELEASED BY VS253213; BRAMPTON VS187827 AND VS202916 ASSIGNED BY THE ONTARIO CLEAN WATER AGENCY TO THE REGIONAL MUNICIPALITY OF PEEL AS IN LT1939551.
B8.2	14162-0073 (LT)	PT BLK A PL 676 CHINGUACOUSY PT 1, 43R23117 ; BRAMPTON
B9	14162-0049 (LT)	PT BLK A PL 676 CHINGUACOUSY PT 5, 43R435 ; BRAMPTON
B10	14163-0143 (LT)	PT BLK G PL 636 CHINGUACOUSY PT 1, 43R2260; S/T CH32674 ; BRAMPTON
B11	14025-0043 (LT)	BLK M PL 977 CHINGUACOUSY; S/T RO695417, RO730433, RO739393, RO739666 BRAMPTON

B12	14025-0054 (LT)	PT BLK J PL 977 CHINGUACOUSY BOUNDED BY PT 1 & 2, 43R12760, PT 1, 43R7462, PT 1, 43R7455 AND PT 1, 43R14350 ; BRAMPTON ; S/T RO739393 BRAMPTON
B13	14024-0037 (LT)	PT BLK K PL 977 CHINGUACOUSY; PT BLK L PL 977 CHINGUACOUSY; PT BLK Q PL 977 CHINGUACOUSY; PT BLK R PL 977 CHINGUACOUSY PT 3, 43R3210 & PT 3, 43R6724; S/T RO739666,RO867995,RO889035 BRAMPTON
B14	14024-0023 (LT)	PT BLK Q PL 977 CHINGUACOUSY PT 2, 4 & 5, 43R6724; S/T RO505952 ; S/T RO867995,RO889035 BRAMPTON
B15	14024-0104 (LT)	PT BLK K PL 977 CHINGUACOUSY; PT BLK L PL 977 CHINGUACOUSY; PT BLK R PL 977 CHINGUACOUSY PT 3, 43R3610 & PT 1, 43R3210; S/T VS380624 ; BRAMPTON
B16	14024-0105 (LT)	PT BLK R PL 977 CHINGUACOUSY PT 1, 43R3610; S/T VS380624 ; BRAMPTON
B17	14162-0067 (LT)	BLK D PL 640 CHINGUACOUSY S/T CH28129 & CH33304 (CH28129 PARTIALLY RELEASED AS IN PR1105927); BRAMPTON
B18	14162-0009 (LT)	PT BLK C PL 640 CHINGUACOUSY PT 3, 43R2412 ; BRAMPTON
B19	14161-0029 (LT)	PT BLK C PL 895 CHINGUACOUSY PT 3, 43R757 "EXCEPT PT OF PT 3, 43R757 LYING WITHIN THE LIMITS OF PT 1, 43R1749", PT 3, 43R1329, PT 3, 43R740; PT BLK C PL 640 CHINGUACOUSY PT 2, 43R2412; PT BLK C, PL 640, PT BLK C, PL 895, PT 1, 43R1749; T/W VS176507,VS296073; S/T VS133500 ; BRAMPTON "ADDED 2003/01/23 BY C. COOPER"
B20	14024-0013 (LT)	PT BLK A PL 977 CHINGUACOUSY PT 1, 43R6724 ; BRAMPTON

SCHEDULE B
SALE PROCESS
[ATTACHED]

SCHEDULE B

SALE PROCEDURES RE: LANDS SUBJECT TO STALKING HORSE BID

Defined Terms

1. These sale procedures, and the sale process described herein, shall collectively be hereinafter referred to as the “**Sale Process**”.
2. All capitalized terms contained herein but not otherwise defined herein shall have the meanings ascribed thereto in the Stalking Horse Agreement (as defined below) to which this schedule is appended.
3. “**Bankrupt**” shall mean Bramalea Inc.
4. “**Trustee**” shall mean MNP Ltd., solely in its capacity as licensed insolvency trustee of the estate of Bramalea Inc. (the “**Estate**”) appointed pursuant to Section 41(11) of the *Bankruptcy and Insolvency Act* pursuant to the Order of the Court dated June 14, 2022.
5. For purposes hereof, “**Stalking Horse Bid**” shall mean the transaction contemplated by the agreement of purchase and sale (the “**Stalking Horse Agreement**”) between the Trustee, as vendor, and RCC Enterprises Inc. o/a Railway Construction Company, as purchaser, (the “**Stalking Horse Bidder**”) dated November 8, 2022, and approved as the Stalking Horse Bid by Order of the Ontario Superior Court of Justice (In Bankruptcy and Insolvency) [Commercial List] (the “**Court**”) issued on November 15, 2022 (the “**Sale Process Order**”).
6. “**Lands**” shall mean those parcels of land that are described in Schedule A to the Stalking Horse Agreement.

Commencement of the Sale Process

7. The Sale Process shall commence immediately following the date on which Sale Process Order is issued (the “**Commencement Date**”).
8. Within three (3) business days of the Commencement Date, the Trustee shall contact parties identified by the Trustee (the “**Potential Bidders**”) who may be interested in purchasing the Lands and provide those parties notice of the Transaction and Sale Process by way of an information document (the “**Sale Information Document**”). The Sale Information Document shall contain general details about the Transaction and the opportunity to purchase the Lands, or any part thereof (the “**Opportunity**”), as well as some general background information about the Bankrupt.

9. Within five business (5) days of the Commencement Date, or as soon thereafter as is practical, if the Trustee deems it advisable and cost-effective, the Trustee shall also (a) publish a notice advertising the Opportunity in the National Post and/or such other trade publications or other publications as the Trustee may deem appropriate or advisable, and (b) post the Opportunity on its website.
10. Any person or entity that contacts the Trustee and expresses an interest in the Opportunity, and that was not identified by the Trustee previously under Section 8 hereof, shall be deemed a “Potential Bidder” for all other purposes hereunder.

Due Diligence

11. Any Potential Bidders who advise the Trustee of their interest in participating in the Sale Process shall execute a non-disclosure agreement (the “NDA”) in a form satisfactory to the Trustee.
12. Commencing on the Commencement Date (and after each respective Potential Bidder has executed the NDA), the Trustee shall make available to each Potential Bidder the following:
 - a) a copy of the Stalking Horse Agreement and the Sale Process Order, including this Sale Process; and
 - b) access to an electronic data room, to be maintained by the Trustee, which shall contain information pertaining to the Opportunity which is in the Trustee’s possession.

Bid Deadline

13. All bids must be submitted in writing to the Trustee (via email to Sheldon Title at sheldon.title@mnp.ca) so as to be received by the Trustee by no later than 5:00pm (Toronto time) on January 6, 2023 (the “**Bid Deadline**”).

Consideration of Bids

14. The Trustee may consider bids in respect of all or any part of the Lands, provided that the Trustee shall only consider Qualified Bids (*as defined below*) and Qualified Limited Parcel Bids (*as defined below*).

Consideration of Qualified Limited Parcel Bids

15. The Trustee may consider bids on parcels comprising the Lands on an individual or limited basis provided that any such bid meets the following requirements:

- i. it must be received by the Trustee on or before the Bid Deadline;
- ii. it must be submitted in writing, identifying the specific parcels of the Lands to which it applies and the proposed cash purchase price for such parcels, and otherwise substantially in the form of the Stalking Horse Agreement (but excluding any entitlement to a break fee or expense reimbursement), with any changes to the offer blacklined against the Stalking Horse Agreement;
- iii. it must be irrevocable until five (5) business days after the Auction (as defined below);
- iv. it must be accompanied by a deposit in the form of a certified cheque or bank draft (or in the form of confirmed wire transfer in the case of offers submitted electronically) payable to “MNP Ltd., in trust” which is equal to at least twenty-five percent (25%) of the total purchase price payable under the bid;
- v. it is on an “as is, where is” basis and includes an acknowledgement that the offeror has relied solely on its own independent review and investigation and that it has not relied on any representation by the Bankrupt, the Trustee or their respective agents, employees or advisers;
- vi. it must not contain any condition or contingency relating to due diligence or financing or any other material conditions precedent to the offeror’s obligation to complete the transaction other than Court approval of the transaction; and
- vii. it must include written evidence, satisfactory to the Trustee, that the offeror has the financial means to complete the proposed acquisition.

Any bid meeting the foregoing requirements shall be a “**Qualified Limited Parcel Bid**” hereunder.

16. In considering Qualified Limited Parcel Bids, the Trustee may:
 - a) seek to negotiate with the Stalking Horse Bidder and/or any other Potential Bidder submitting a Qualified Bid (a “**Qualified Bidder**”) to determine if any or all such parties will agree to amend their respective bids to allow the Trustee to conclude one or more Qualified Limited Parcel Bids (it being understood that the Stalking Horse Bidder shall maintain its sole and absolute discretion as to whether or not to agree to remove any parcels comprising the Lands from the Transaction), and, if such amendments can be agreed, where there is more than one Qualified Bid, the Trustee shall proceed to an Auction between the Stalking Horse Bidder and any other Qualified Bidders only in respect of those Lands not included in such Qualified Limited Parcel Bids;

- b) designate two or more Qualified Limited Parcel Bids, in aggregate, as a Qualified Bid; provided that such Qualified Limited Parcel Bids, taken together, must satisfy all elements of a Qualified Bid as set out in Section 17, below, including an aggregate purchase price satisfying Section 17(b), below (an “**Aggregated Qualified Bid**” and the parties submitting the Aggregated Qualified Bid, the “**Aggregate Qualified Bidders**”) and proceed to an Auction among the Stalking Horse Bidder, any other Qualified Bidders and the Aggregate Qualified Bidders; and/or
- c) elect to reject any Qualified Limited Parcel Bids in its sole and absolute discretion, including because: (i) the proposed purchase price or other terms of a Qualified Limited Bid are not satisfactory to the Trustee; or (ii) a Qualified Limited Parcel Bid cannot be consummated in light of the terms of the Stalking Horse Bid or any other Qualified Bid (including following any negotiations as contemplated by Section 16(a).

Consideration of Qualified Bids

- 17. Save and except for Qualified Limited Parcel Bids, a bid will only be considered in this Sale Process if it is received by the Trustee on or before the Bid Deadline and it meets the following minimum criteria (any such bid submitted by a Potential Bidder being a “**Qualified Bid**”):
 - a) it must be submitted in writing, substantially in the form of the Stalking Horse Agreement (but excluding any entitlement to a break fee or expense reimbursement), with any changes to the offer blacklined against the Stalking Horse Agreement;
 - b) it must be for a cash purchase price equal to or greater than the sum of:
 - (i) the Purchase Price; plus
 - (ii) the Expense Reimbursement (\$100,000) and Break Fee (\$64,000); plus
 - (iii) \$46,000; plus
 - (iv) the amount, if any, sufficient to fully satisfy any commission payable by the Trustee in connection with the transaction contemplated by the bid;
 - c) it must be irrevocable until five (5) business days after the Auction;
 - d) it must be accompanied by a deposit in the form of a certified cheque or bank draft (or in the form of confirmed wire transfer in the case of offers submitted electronically) payable to “MNP Ltd., in trust” which is equal to at least twenty-five percent (25%) of the total purchase price payable under the offer, and \$25,000 of such deposit must be non-refundable in the circumstances described in Section 27 hereof;
 - e) it is on an “as is, where is” basis and includes an acknowledgement that the offeror has relied solely on its own independent review and investigation and that it has not relied on any representation by the Bankrupt, the Trustee or their respective agents, employees or advisers;

- f) it must not contain any condition or contingency relating to due diligence or financing or any other material conditions precedent to the offeror's obligation to complete the transaction other than Court approval of the transaction; and
- g) it must include written evidence, satisfactory to the Trustee, that the offeror has the financial means to complete the proposed acquisition,

provided however that the Trustee may, in exercising its reasonable discretion, waive strict compliance with one or more of the foregoing Qualified Bid requirements and deem such non-compliant offer to be a Qualified Bid.

- 18. The Stalking Horse Bid shall be deemed to be a Qualified Bid and the Stalking Horse Bidder shall be deemed to be a Qualified Bidder for all purposes in the Sale Process.
- 19. Qualified Bids for all or part of the Lands will be considered.

Potential Auction

- 20. For the purposes of Sections 20 through 24 hereof, the term "Qualified Bid" shall include any Aggregated Qualified Bid.
- 21. If no Qualified Bid (other than the Stalking Horse Bid) is received by the Bid Deadline, the Auction will not be held, the Stalking Horse Bid shall be deemed the Winning Bid (as hereinafter defined) and the Trustee shall proceed to seek the Approval & Vesting Order in accordance with the Stalking Horse Agreement and, subject to the issuance of same, proceed to close the Transaction with the Stalking Horse Bidder in accordance with the Stalking Horse Agreement and pursuant to the Approval & Vesting Order.
- 22. If one or more Qualified Bids (other than the Stalking Horse Bid) is received by the Bid Deadline, the Trustee shall extend invitations by phone, fax and/or email by 10:00 a.m. (Toronto time) on January 9, 2023, to all Qualified Bidders (including the Stalking Horse Bidder) and their counsel and other advisors to attend an auction for the Lands (the "**Auction**"). The Auction shall be held beginning at 10:00 a.m. (Toronto time) on January 11, 2023, at the offices of the Trustee or by video conference, as the Trustee may deem fit.
- 23. The Trustee shall conduct the Auction. At the Auction, the bidding shall begin initially with the highest Qualified Bid (a copy of which, including any and all Qualified Limited Parcel Bids comprising same, shall be provided by the Trustee to all Qualified Bidders not less than 48 hours prior to the start of the Auction) and subsequently continue in multiples of \$50,000, or such greater amount as the Trustee determines to facilitate the Auction. Additional consideration in excess of the amount set forth in the highest Qualified Bid must be comprised only of cash consideration. Subject to the foregoing, the other procedures for the Auction shall be determined by the Trustee in its reasonable discretion as it considers advisable or appropriate so as to facilitate a fair and transparent Auction process, with a goal of achieving the best result for the Estate, and shall be provided in writing to all Qualified Bidders prior to the start of the Auction.

24. Where the Auction involves an Aggregated Qualified Bid, the Trustee shall make such modifications to the Auction terms as the Trustee deems necessary, advisable or appropriate so as to facilitate a fair and transparent Auction process, with a goal of achieving the best result for the Estate, including but not limited to seeking any increase in offer price from the Aggregated Qualified Bidders, first, on a pro rata basis based on their pro rata share of the Aggregated Qualified Bid purchase price and, thereafter, on such other terms that are acceptable among them and the Trustee.

Selection of the Winning Bid(s)

25. The winning bid(s) in the Sale Process shall be, either:
- a. the Stalking Horse Bid, in the event that no other Qualified Bid or Qualified Limited Parcel Bid is received by the Bid Deadline (or any Qualified Limited Parcel Bid(s) received by the Bid Deadline are rejected by the Trustee in accordance with Section 16(c);
 - b. the Stalking Horse Bid and one or more Qualified Limited Parcel Bids, in the event that no other Qualified Bid is received by the Bid Deadline but Qualified Limited Parcel Bid(s) are received by the Bid Deadline, and the Trustee and Stalking Horse Bidder are able to negotiate a mutually acceptable amendment to the Stalking Horse Bid that permits the conclusion of one or more of such Qualified Limited Parcel Bid(s);
 - c. the highest and best Qualified Bid, as determined by the Trustee, received at the conclusion of the Auction and one or more Qualified Limited Parcel Bids, in the event that one or more Qualified Bids (other than the Stalking Horse Bid) and Qualified Limited Parcel Bids are received by the Bid Deadline and the Trustee and such bidders are able to negotiate mutual acceptable amendments to one or more Qualified Bids that permits the conclusion of such Qualified Limited Parcel Bids and an Auction in respect of the Lands not included in the accepted Qualified Limited Parcel Bids; or
 - d. the highest and best Qualified Bid, as determined by the Trustee, received at the conclusion of the Auction, in the event that one or more Qualified Bids other than the Stalking Horse Bid (including an Aggregated Qualified Bid) are received by the Bid Deadline.

Such winning bid or bids shall hereinafter be referred to as the “**Winning Bid(s)**”.

Court Approval

26. Following the determination of the Winning Bid(s), the Trustee will make a motion to the Court (the “**Approval Motion**”) for one or more approval and vesting orders (collectively, the “**Approval and Vesting Order**”) in respect of the Winning Bid(s) and the underlying purchase agreement(s) (the “**Final Purchase Agreement(s)**”).

Other Terms

27. All deposits received (except deposits received from the Stalking Horse Bidder and deposits in respect of the Winning Bid(s)) shall be held by the Trustee “in trust” in a non-interest-bearing account. All deposits submitted by Potential Bidders who did not submit the Winning Bid(s) shall be returned, without interest, as soon as practicable following the date on which any such offers are deemed rejected hereunder. The Deposit received from the Stalking Horse Bidder shall be dealt with in accordance with the Stalking Horse Agreement. The deposit(s) forming part of any Winning Bid(s) other than the Stalking Horse Agreement shall be dealt with in accordance with the Final Purchase Agreement(s), it being understood that \$25,000 of the deposit(s) provided in respect of any such Winning Bid(s) shall be non-refundable and may be immediately accessed by the Trustee to refund the Process Fee Amount to the Stalking Horse Bidder in accordance with the terms of the Stalking Horse Agreement in the event the Stalking Horse Bid is not selected as the Winning Bid.
28. In the event that any deposit is forfeited for any reason it shall be forfeited as liquidated damages and not as a penalty.
29. All Qualified Bids and Qualified Limited Parcel Bids (other than the Winning Bid(s)) shall be deemed rejected once the Approval and Vesting Order is granted by the Court and the transaction(s) contemplated by the Winning Bid(s) are completed.
30. In the event that the Stalking Horse Bid is not the Winning Bid, then: (i) the full Deposit under the Stalking Horse Agreement will be immediately returned by the Trustee to the Stalking Horse Bidder (with the Process Fee Amount to be funded from the non-refundable portion of the deposit provided in respect of the Winning Bid); and (ii) the Stalking Horse Bidder shall be entitled to a break fee of \$64,000 and an expense reimbursement fee of up to \$100,000 (collectively, the “**Expense Reimbursement and Break Fee**”) which shall be payable by the Trustee immediately following the closing of the Winning Bid(s).
31. The Sale Process does not, and will not be interpreted to, create any contractual or other legal relationship between the Trustee and any Potential Bidder, any Qualified Bidder, or any other party, other than as specifically set forth in a definitive agreement (including the Stalking Horse Agreement). Except as specifically set forth in a definitive agreement (including the Stalking Horse Agreement), any party that submits a bid in the Sale Process expressly acknowledges and agrees that the Trustee has not made any commitment or otherwise incurred any obligation to consider or conclude any transaction with that party.
32. Participants in the Sale Process are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any Qualified Bid and/or Qualified Limited Parcel Bid, due diligence activities, and any further negotiations or other actions, whether or not they lead to the consummation of a transaction. Except for the payment of the Expense Reimbursement and Break Fee to the Stalking Horse Bidder, if payable pursuant to the Stalking Horse Agreement, no party will be entitled for any reason to

reimbursement for any costs or expenses incurred in reliance upon the procedures set forth herein.

33. Except as otherwise provided in any order of the Court, the Court shall retain jurisdiction to hear and determine all matters arising from or relating to the implementation of the Sale Process Order, the Sale Process and these procedures.
34. Subject to the terms of the Stalking Horse Agreement and any other definitive agreement(s) in respect of a Winning Bid, the Trustee shall not have any liability whatsoever to any person or party, including, without limitation, to any Potential Bidder, Qualified Bidder, or any creditor or other stakeholder, for any act or omission related to this Sale Process. By submitting a bid, each Potential Bidder shall be deemed to have agreed that it has no claim against the Trustee for any reason, matter or thing whatsoever, except as a result of any gross negligence or wilful misconduct on the part of the Trustee.
35. Nothing contained in the Sale Process Order or these procedures shall create any rights in any person (including, without limitation, any bidder in the Sale Process and any rights as third party beneficiaries or otherwise), other than the rights expressly granted to the Stalking Horse Bidder pursuant to the Sale Process Order.
36. Nothing in these procedures shall be construed so as to modify, restrict, limit or impair the rights of the Stalking Horse Bidder under the Stalking Horse Agreement and, as between the Trustee and the Stalking Horse Bidder, the terms of the Stalking Horse Agreement shall prevail to the extent of any direct and irreconcilable conflict between these procedures and the Stalking Horse Agreement.
37. The Trustee shall have the right to adopt such other rules and revise these terms and conditions in a manner that, in its reasonable discretion, will better promote the goals of the Sale Process; provided, however, that the Trustee may not revise the terms and conditions contained in Sections 13 or 17(b) or in a manner that impairs the Stalking Horse Bidder's rights under the Stalking Horse Agreement.

SCHEDULE C
APPROVAL & VESTING ORDER
[ATTACHED]

Court File No. 31-299040

Estate File No. 31-299040

ONTARIO
SUPERIOR COURT OF JUSTICE
[IN BANKRUPTCY AND INSOLVENCY]
(COMMERCIAL LIST)

THE HONOURABLE)
))
JUSTICE ●) DAY OF JANUARY, 2023

IN THE MATTER OF THE BANKRUPTCY OF
BRAMALEA INC.
OF THE CITY OF TORONTO IN THE PROVINCE OF ONTARIO

APPROVAL AND VESTING ORDER

THIS MOTION, made by MNP Ltd. in its capacity as the trustee (the “**Trustee**”) of the bankruptcy estate of Bramalea Inc. (the “**Bankrupt**”) for an order approving the sale transaction (the “**Transaction**”) contemplated by an agreement of purchase and sale (the “**Sale Agreement**”) between the Trustee and RCC Enterprises Inc. o/a Railway Construction Company, as purchaser, (the “**Purchaser**”), dated November 8, 2022 appended to the Second Report of the Trustee dated ●, 2023 (the “**SecondReport**”), and vesting in the [**Purchaser**]¹ all of the Trustee’s and Bankrupt’s right, title and interest in and to the Real Property (as defined in Paragraph 5 hereof), was heard this day via videoconference.

ON READING the Motion Record of the Trustee (the “**Motion Record**”), including the Second Report, and on hearing the submissions of counsel for the Trustee, no one appearing for any other person on the service list, although properly served as appears from the affidavit of ● sworn ● and ●, 2023, filed:

¹ NTD: Any designated purchaser to be specified and order conformed appropriately.

1. **THIS COURT ORDERS** that the time for service and filing of the Second Report and the Motion Record in respect of this motion is hereby abridged and validated so that this motion is properly returnable today and dispenses with further service thereof.
2. **THIS COURT ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Sale Agreement by the Trustee is hereby authorized and approved, with such minor amendments as the Trustee and the Purchaser may agree. The Trustee 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.
3. **THIS COURT ORDERS AND DECLARES** that, for greater certainty, the current named, registered owners of the Real Property, being “Bramalea Limited” and “Bramalea Consolidated Developments Limited”, through one or more amalgamations, were amalgamated to create “Bramalea Inc.”, the Bankrupt.
4. **THIS COURT ORDERS AND DECLARES** that upon the delivery of a Trustee’s certificate to the Purchaser substantially in the form attached as Schedule A hereto (the “**Trustee’s Certificate**” and the date on which the Trustee’s Certificate is delivered to the Purchaser being the “**Effective Date**”), all of the Trustee’s and Bankrupt’s right, title and interest in and to the Real Property shall vest absolutely in the Purchaser, 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, encumbrances (whether registered or unregistered), pledges, reservations of title, easements, rights of occupation, options to buy, preemptive rights, rights of first refusal or first offer, transfer restrictions, any agreement to create any of the foregoing, or any other financial or monetary claims (including any realty, property or municipal tax or lien), 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 this Honourable Court; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed

on Schedule 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.

5. **THIS COURT ORDERS** that upon the registration in the Land Registry Office for the appropriate Land Titles Division 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 enter the Purchaser as the owner of the subject real property identified in Schedule B hereto (the "**Real Property**") in fee simple, and is hereby directed to delete and expunge from title to the Real Property all of the Claims listed in Schedule C hereto.
6. **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 Trustee'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.
7. **THIS COURT ORDERS AND DECLARES** that, on the Effective Date, the Purchaser shall be forever and irrevocably released and discharged from any and all claims, liabilities or obligations or any nature or kind (whether direct or indirect, absolute or contingent, matured or unmatured, or liquidated or unliquidated) (collectively, "**Liability**") with respect to any municipal, property or realty tax (including any penalties and interest thereon) arising out of or in connection with the Real Property (or any portion thereof) (collectively, "**Realty Tax**") that relates to the period on or prior to the Effective Date, including, without limitation, any Liability for any Realty Tax arising under the *Municipal Act, 2001*, S.O. 2001, c. 25 or the *Assessment Act*, R.S.O. 1990, c. A.31.
8. **THIS COURT ORDERS AND DIRECTS** the Trustee to file with the Court a copy of the Trustee's Certificate, forthwith after delivery thereof.

9. **THIS COURT ORDERS** that, notwithstanding the bankruptcy of the Bankrupt or the pendency of these proceedings, the vesting of the Real Property in the Purchaser pursuant to this Order shall be binding on the Trustee and any prior or subsequent trustee in bankruptcy of the Bankrupt and shall not be void or voidable by creditors of the Bankrupt, nor shall it constitute nor be deemed to be a 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.

 10. **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 Trustee 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 Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Trustee and its agents in carrying out the terms of this Order.

 11. **THIS COURT ORDERS** that this order is effective from 12:01 am (Toronto time) on today's date and is enforceable without the need for entry or filing.
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Schedule A – Form of Trustee’s Certificate

Court File No. _____

ONTARIO
SUPERIOR COURT OF JUSTICE
[IN BANKRUPTCY AND INSOLVENCY]
COMMERCIAL LIST

IN THE MATTER OF THE BANKRUPTCY OF
BRAMALEA INC.
OF THE CITY OF TORONTO IN THE PROVINCE OF ONTARIO

TRUSTEE’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (the “**Court**”) dated June 14, 2022, MNP Ltd. was appointed as the trustee (the “**Trustee**”) of the undertaking, property and assets of Bramalea Inc. (the “**Bankrupt**”).

B. Pursuant to an Order of the Court dated January ●, 2023 (the “**Approval & Vesting Order**”), the Court approved the agreement of purchase and sale made as of November 8, 2022 (the “**Sale Agreement**”) between the Trustee and RCC Enterprises Inc. o/a Railway Construction Company (the “**Purchaser**”) and provided for the vesting in the Purchaser² of all of the Trustee’s and the Bankrupt’s 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 Trustee 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 Sale Agreement have been satisfied or waived by the Trustee and/or the Purchaser, as applicable; and (iii) the Transaction has been completed in accordance with the terms of the Sale Agreement.

² NTD: Any designated purchaser to be specified and certificate conformed appropriately.

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

THE TRUSTEE CERTIFIES the following:

1. the Purchaser has paid and the Trustee has received the Purchase Price for the Real Property;
2. the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Trustee and/or the Purchaser, as applicable; and
3. the Transaction has been completed in accordance with the terms of the Sale Agreement.
4. This Certificate was delivered by the Trustee at _____ [TIME] on _____ [DATE].

**MNP Ltd., solely in in its capacity as Trustee of
the undertaking, property and assets of
Bramalea Inc., and not in its personal capacity**

Per: _____
Name:
Title:

Schedule B – Real Property

	PIN	Legal Description
B1	14025-0114 (LT)	PCL PLAN-1, SEC 43M643, BLK 14, PL 43M643 ; S/T LT613129 BRAMPTON
B2	14025-0132 (LT)	PCL PLAN-1, SEC 43M643; BLK 11, PL 43M643 ; S/T LT613129 BRAMPTON
B3	14025-0129 (LT)	PCL PLAN-1, SEC 43M643; BLK 23, PL 43M643 ; S/T LT613129 BRAMPTON
B4	14025-0123 (LT)	PCL PLAN-1, SEC 43M643; BLK 7, PL 43M643 ; S/T LT613129 BRAMPTON
B5	14202-0254 (LT)	PT BLK H PL 848 CHINGUACOUSY PT 1, 43R11395; BLK D PL 766 CHINGUACOUSY; BLK E PL 848 CHINGUACOUSY; S/T VS122284 BRAMPTON
B6	14162-0017 (LT)	PT BLK A PL 676 CHINGUACOUSY PT 3, RD229 ; BRAMPTON
B7	14162-0028 (LT)	PT BLK A PL 676 CHINGUACOUSY PT 4, RD229; S/T RO712927 BRAMPTON
B8.1	14162-0069 (LT)	PT BLK A PL 676 CHINGUACOUSY PTS 1 & 4, RD135; S/T VS187827 & VS202916 AS PARTIALLY RELEASED BY VS253213; BRAMPTON VS187827 AND VS202916 ASSIGNED BY THE ONTARIO CLEAN WATER AGENCY TO THE REGIONAL MUNICIPALITY OF PEEL AS IN LT1939551.
B8.2	14162-0073 (LT)	PT BLK A PL 676 CHINGUACOUSY PT 1, 43R23117 ; BRAMPTON

B9	14162-0049 (LT)	PT BLK A PL 676 CHINGUACOUSY PT 5, 43R435 ; BRAMPTON
B10	14163-0143 (LT)	PT BLK G PL 636 CHINGUACOUSY PT 1, 43R2260; S/T CH32674 ; BRAMPTON
B11	14025-0043 (LT)	BLK M PL 977 CHINGUACOUSY; S/T RO695417,RO730433, RO739393,RO739666 BRAMPTON
B12	14025-0054 (LT)	PT BLK J PL 977 CHINGUACOUSY BOUNDED BY PT 1 & 2, 43R12760, PT 1, 43R7462, PT 1, 43R7455 AND PT 1, 43R14350 ; BRAMPTON ; S/T RO739393 BRAMPTON
B13	14024-0037 (LT)	PT BLK K PL 977 CHINGUACOUSY; PT BLK L PL 977 CHINGUACOUSY; PT BLK Q PL 977 CHINGUACOUSY; PT BLK R PL 977 CHINGUACOUSY PT 3, 43R3210 & PT 3, 43R6724; S/T RO739666,RO867995,RO889035 BRAMPTON
B14	14024-0023 (LT)	PT BLK Q PL 977 CHINGUACOUSY PT 2, 4 & 5, 43R6724; S/T RO505952 ; S/T RO867995,RO889035 BRAMPTON
B15	14024-0104 (LT)	PT BLK K PL 977 CHINGUACOUSY; PT BLK L PL 977 CHINGUACOUSY; PT BLK R PL 977 CHINGUACOUSY PT 3, 43R3610 & PT 1, 43R3210; S/T VS380624 ; BRAMPTON
B16	14024-0105 (LT)	PT BLK R PL 977 CHINGUACOUSY PT 1, 43R3610; S/T VS380624 ; BRAMPTON
B17	14162-0067 (LT)	BLK D PL 640 CHINGUACOUSY S/T CH28129 & CH33304 (CH28129 PARTIALLY RELEASED AS IN PR1105927); BRAMPTON
B18	14162-0009 (LT)	PT BLK C PL 640 CHINGUACOUSY PT 3, 43R2412 ; BRAMPTON

B19	14161-0029 (LT)	PT BLK C PL 895 CHINGUACOUSY PT 3, 43R757 "EXCEPT PT OF PT 3, 43R757 LYING WITHIN THE LIMITS OF PT 1, 43R1749", PT 3, 43R1329, PT 3, 43R740; PT BLK C PL 640 CHINGUACOUSY PT 2, 43R2412; PT BLK C, PL 640, PT BLK C, PL 895, PT 1, 43R1749; T/W VS176507,VS296073; S/T VS133500 ; BRAMPTON "ADDED 2003/01/23 BY C. COOPER"
B20	14024-0013 (LT)	PT BLK A PL 977 CHINGUACOUSY PT 1, 43R6724 ; BRAMPTON

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

[ATTACHED]

ENCUMBRANCES TO BE DISCHARGED

SPECIFIC ENCUMBRANCES TO BE DISCHARGED / DELETED

Re: PIN 14025-0114 (LT) (B1)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
RO611272	1982/06/15	First Supplemental Debenture	\$500,000,000	Bramalea Limited	Canadian Imperial Bank of Commerce
LT1769822	1997/10/10	Application Court Order		Price Waterhouse Limited re CIBC	
LT1769823	1997/10/10	Application Court Order re: sale		Price Waterhouse Limited	
LT1769824	1997/10/10	Application Court Order re amendment to LT1769823		Price Waterhouse Limited	

Re: PIN 14025-0132 (LT) (B2) & PIN 14025-0129 (LT) (B3) & 14025-0123 (LT) (B4)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
RO611272	1982/06/15	First Supplemental Debenture	\$500,000,000	Bramalea Limited	Canadian Imperial Bank of Commerce
LT1376279	1992/12/17	Notice of Supplemental Indenture		Bramalea Limited	Montreal Trust Company of Canada
LT1394124	1993/03/10	Notice of Agreement re rights to sell or transfer the land		Bramalea Limited	Canadian Imperial Bank of Commerce
LT1560768	1995/04/27	Notice of Trust Indenture		Bramalea Limited	The Canada Trust

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
					Company
LT1560769	1995/04/27	Notice of Trust Indenture		Bramalea Limited	The Canada Trust Company
LT1560770	1995/04/27	Notice of a Second Supplemental Indenture		Bramalea Limited	The Canada Trust Company
LT1560771	1995/04/27	Notice of a Third Supplemental Indenture		Bramalea Limited	The Canada Trust Company
LT1560772	1995/04/27	Notice of Fourth Supplemental Indenture		Bramalea Limited	Montreal Trust Company of Canada
LT1560773	1995/04/27	Notice of Fifth Supplemental Indenture		Bramalea Limited	Montreal Trust Company of Canada
LT1560774	1995/04/27	Notice of Sixth Supplemental Indenture		Bramalea Limited	Montreal Trust Company of Canada
LT1560775	1995/04/27	Notice of Seventh Supplemental Indenture		Bramalea Limited	Montreal Trust Company of Canada
LT1560776	1995/04/27	Notice of Tenth Supplemental Indenture		Bramalea Limited	Montreal Trust Company of Canada
LT1561801	1995/05/01	Notice of Ninth Supplemental Indenture		Bramalea Limited	Montreal Trust Company of Canada
LT1769822	1997/10/10	Application Court Order		Price Waterhouse Limited re	

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
				CIBC	
LT1769823	1997/10/10	Application Court Order re: sale		Price Waterhouse Limited	
LT1769824	1997/10/10	Application Court Order re amendment to LT1769823		Price Waterhouse Limited	
PR853056	2005/05/19	Certificate of Tax Arrears		The Corporation of the City of Brampton	
PR1322057	2007/08/24	Certificate of Tax Arrear Cancellation re PR853056		The Corporation of the City of Brampton	

Re: PIN 14162-0009 (LT) (B18)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
CH28216	1960/11/09	Restrictive Covenant Agreement		Bramalea Consolidated Developments Limited	Northern Electric Company, Limited

Re: PIN 14162-0028 (LT) (B7)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
RO712927	1985/05/02	Transfer Easement		Bramalea Consolidated Developments Limited	Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation and Communication

Re: PIN 14024-0037 (LT) (B13)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
PR853084	2005/05/19	Certificate of Tax Arrears		The Corporation of the City of Brampton	
PR1322071	2007/08/24	Certificate of Tax Arrear Cancellation re PR853084		The Corporation of the City of Brampton	

Re: PIN 14025-0054 (LT) (B12)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
RO600464	1982/01/21	Debenture	\$500,000,000	Bramalea Limited	Canadian Imperial Bank of Commerce

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

(unaffected by the Vesting Order)

[ATTACHED]

PERMITTED ENCUMBRANCES

SPECIFIC PERMITTED ENCUMBRANCES / REGISTRATIONS

Re: PIN 14025-0114 (LT) (B1)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
FAD1166	1982/09/03	Application First Registration		Bramalea Limited	
LT613125	1986/01/10	Notice re Industrial Agreement			The Corporation of the City of Brampton and The Regional Municipality of Peel
LT613129	1986/01/10	Transfer of Easement			Canadian National Railway Company
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulations			

Re: PIN 14025-0132 (LT) (B2) & PIN 14025-0129 (LT) (B3)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
FAD1166	1982/09/03	Application First Registration		Bramalea Limited	
LT613125	1986/01/10	Notice re Industrial Agreement			The Corporation of the City of Brampton and The Regional Municipality of Peel
LT613129	1986/01/10	Transfer of Easement			Canadian National

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
					Railway Company
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulations			

PIN 14025-0123 (LT) (B4)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
FAD1166	1982/09/03	Application First Registration		Bramalea Limited	
LT613125	1986/01/10	Notice re Industrial Agreement			The Corporation of the City of Brampton and The Regional Municipality of Peel
LT613129	1986/01/10	Transfer of Easement			Canadian National Railway Company
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulations			

43R37764	2017/06/27	Plan Reference			
43R39593	2020/09/14	Plan Reference			

Re: PIN 14202-0254 (LT) (B5)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
PL766	1966/08/23	Plan Subdivision			
PL848	1969/02/26	Plan Subdivision			
VS122283	1969/09/26	Bylaw to authorize the execution of a grant of easement			Bramalea Consolidated Developments Limited
VS122284	1969/09/26	Transfer of Easement			The Corporation of the Township of Chinguacousy
VS135841	1970/03/19	Subdivision Agreement			The Corporation of the Township of Chinguacousy

VS138852	1970/04/29	Release of Subdivision Agreement VS135841			
VS145461	1970/07/16	Bylaw to prevent the application of part lot control to certain plans of subdivision control			
43R11395	1984/01/18	Plan Reference			
43R11439	1984/02/10	Plan Reference			
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulations			
PR409531	2003/03/25	Notice re Prescriptive Easement for purposes of operating railway locomotives, box cars and ancillary carriages			Canadian National Railway Company
PR861540	2005/06/02	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting lands from part lot control		The Corporation of the City of Brampton	

43R37764	2017/06/27	Plan Reference			
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Re: PIN 14162-0017 (LT) (B6)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
PL676	1962/08/13	Plan Subdivision			
RD229	1970/05/28	Plan Reference			
VS145461	1970/07/16	Bylaw to prevent the application of part lot control to certain plans of subdivision control			
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulation			
PR409527	2003/03/25	Notice re Prescriptive Easement for purposes of operating railway locomotives, box cars and ancillary carriages			Canadian National Railway Company
PR861540	2005/06/02	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting lands from part lot control		The Corporation of the City of Brampton	

Re: PIN 14162-0028 (LT) (B7)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
PL676	1962/08/13	Plan Subdivision			
RD229	1970/05/28	Plan Reference			
VS145461	1970/07/16	Bylaw to prevent the application of part lot control to certain plans of subdivision control			
43R11670	1984/06/11	Plan Reference			
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulations			
PR409528	2003/03/25	Notice re Prescriptive Easement for purposes of operating railway locomotives, box cars and ancillary carriages			Canadian National Railway Company
PR861540	2005/06/02	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting lands from part lot control		The Corporation of the City of Brampton	

Re: PIN 14162-0069 (LT) (B8)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
PL676	1962/08/13	Plan Subdivision			
RD135	1969/07/31	Plan Reference			
VS145461	1970/07/16	Bylaw to prevent the application of part lot control to certain plans of subdivision control			
43R348	1971/04/14	Plan Reference			
VS187827	1971/10/20	Transfer of Easement			Ontario Water Resources Commission
43R453	1971/11/24	Plan Reference			
VS202916	1972/03/09	Plan of Expropriation re easement		The Ontario Water Resources Commission	
VS253213	1973/03/21	Quit Claim Non Transfer			

LT1939551	1999/05/10	Order		The Ontario Clean Water Agency	The Regional Municipality of Peel
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulation			
PR409529	2003/03/25	Notice re Prescriptive Easement for purposes of operating railway locomotives, box cars and ancillary carriages			Canadian National Railway Company
PR861540	2005/06/02	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting lands from part lot control		The Corporation of the City of Brampton	

Re: PIN 14162-0073 (LT) (B8)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
PL676	1962/08/13	Plan Subdivision			
VS145461	1970/07/16	Bylaw to prevent the application of part lot control to certain plans of subdivision control			

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
43R23117	1998/09/23	Plan Reference			
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulation			
PR409530	2003/03/25	Notice re Prescriptive Easement for purposes of operating railway locomotives, box cars and ancillary carriages			Canadian National Railway Company
PR861540	2005/06/02	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting lands from part lot control		The Corporation of the City of Brampton	

Re: PIN 14162-0049 (LT) (B9)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
PL676	1962/08/13	Plan Subdivision			
RD209	1970/03/18	Plan Reference			
VS145461	1970/07/16	Bylaw to prevent the application of part lot control to certain plans of subdivision control			
43R435	1971/10/21	Plan Reference			

LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulation			
PR414294	2003/04/01	Notice re Prescriptive Easement for purposes of operating railway locomotives, box cars and ancillary carriages			Canadian National Railway Company
PR861540	2005/06/02	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting lands from part lot control		The Corporation of the City of Brampton	

Re: PIN 14163-0143 (LT) (B10)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
CH26542	1959/06/04	Subdivision Agreement			The Corporation of the Township of Chinguacousy
CH32674	1963/08/30	Transfer for right of way easement (<i>in thumbnail description</i>)			
VS12506	1966/06/21	Transfer			
43R2260	1974/07/16	Plan Reference			
LT2057426	2000/03/27	Notice re			

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
		Pearson Airport Zoning Regulation			

Re: PIN 14025-0043 (LT) (B11)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
VS204279	1972/03/22	Development Agreement			The Corporation of the Township of Chinguacousy
PL977	1973/03/30	Plan Subdivision			
VS260858	1973/05/15	Subdivision Agreement			The Corporation of the Township of Chinguacousy
VS264566	1973/06/06	Bylaw exempting lands from part lot control			
43R4255	1976/07/28	Plan Reference			
43R8155	1980/07/23	Plan Reference			
43R9147	1981/07/21	Plan Reference			
43R11227	1983/11/08	Plan Reference			
RO695417	1984/10/04	Transfer Easement			
RO730433	1985/10/15	Transfer of Easement			The Regional Municipality of Peel
RO739393	1986/01/06	Transfer of Easement			The Regional Municipality of Peel

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
RO739666	1986/01/09	Transfer of Easement			The Corporation of the City of Brampton
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulation			
PR409532	2003/03/25	Notice re Prescriptive Easement for purposes of operating railway locomotives, box cars and ancillary carriages			Canadian National Railway Company
PR860639	2005/06/01	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting lands from part lot control		The Corporation of the City of Brampton	

Re: PIN 14025-0054 (LT) (B12)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
VS204279	1972/03/22	Development Agreement			The Corporation of the Township of Chinguacousy
PL977	1973/03/30	Plan Subdivision			
VS260858	1973/05/15	Subdivision Agreement			The Corporation of

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
					the Township of Chinguacousy
VS264566	1973/06/06	Bylaw exempting lands from part lot control			
43R4255	1976/07/28	Plan Reference			
43R8155	1980/07/23	Plan Reference			
43R12760	1985/09/05	Plan Reference			
RO739393	1986/01/06	Transfer of Easement			The Regional Municipality of Peel
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulation			
PR409533	2003/03/25	Notice re Prescriptive Easement for purposes of operating railway locomotives, box cars and ancillary carriages			Canadian National Railway Company
PR860650	2005/06/01	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting lands from part lot control		The Corporation of the City of Brampton	

Re: PIN 14024-0037 (LT) (B13)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
VS204279	1972/03/22	Development Agreement			The Corporation of the Township of Chinguacousy
PL977	1973/03/30	Plan Subdivision			
VS260858	1973/05/15	Subdivision Agreement			The Corporation of the Township of Chinguacousy
VS264566	1973/06/06	Bylaw exempting lands from part lot control			
43R1408	1973/10/19	Plan Reference			
43R3210	1975/07/14	Plan Reference			
43R6661	1979/02/19	Plan Reference			
43R6724	1979/03/20	Plan Reference			
43R10631	1983/02/07	Plan Reference			
RO636241	1983/03/21	Release Subdivision Agreement VS344253			
43R11285	1983/11/30	Plan Reference			
RO739666	1986/01/09	Transfer of Easement			The Corporation of the City of Brampton
RO867995	1988/10/19	Transfer of Easement			The Regional Municipality of Peel
RO889035	1989/04/05	Transfer of			The Regional

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
		Easement			Municipality of Peel
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulation			
PR409534	2003/03/25	Notice re Prescriptive Easement for purposes of operating railway locomotives, box cars and ancillary carriages			Canadian National Railway Company
PR860650	2005/06/01	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting lands from part lot control		The Corporation of the City of Brampton	

Re: PIN 14024-0023 (LT) (B14)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
VS204279	1972/03/22	Development Agreement			The Corporation of the Township of Chinguacousy
PL977	1973/03/30	Plan Subdivision			

VS260858	1973/05/15	Subdivision Agreement			The Corporation of the Township of Chinguacousy
VS264566	1973/06/06	Bylaw exempting lands from part lot control			
43R6511	1978/12/06	Plan Reference			
43R6661	1979/02/19	Plan Reference			
43R6724	1979/03/20	Plan Reference			
43R10631	1983/02/07	Plan Reference			
RO867995	1988/10/19	Transfer of Easement			The Regional Municipality of Peel
RO889035	1989/04/05	Transfer of Easement			The Regional Municipality of Peel
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulation			
PR409535	2003/03/25	Notice re Prescriptive Easement for purposes of operating railway locomotives, box cars and ancillary carriages			Canadian National Railway Company

PR860650	2005/06/01	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting lands from part lot control		The Corporation of the City of Brampton	
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Re: PIN 14024-0104 (LT) (B15)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
VS204279	1972/03/22	Development Agreement			The Corporation of the Township of Chinguacousy
PL977	1973/03/30	Plan Subdivision			
VS260858	1973/05/15	Subdivision Agreement			The Corporation of the Township of Chinguacousy
VS264566	1973/06/06	Bylaw exempting lands from part lot control			
43R3210	1975/07/14	Plan Reference			
43R3610	1975/12/15	Plan Reference			
VS380624	1976/01/19	Grant of Easement (<i>in thumbnail description</i>)			Canadian National Railway Company
RO636241	1983/03/21	Release Subdivision Agreement VS344253			
LT2057426	2000/03/27	Notice re Pearson			

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
		Airport Zoning Regulation			
PR860650	2005/06/01	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting lands from part lot control		The Corporation of the City of Brampton	

Re: PIN 14024-0105 (LT) (B16)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
VS204279	1972/03/22	Development Agreement			The Corporation of the Township of Chinguacousy
PL977	1973/03/30	Plan Subdivision			
VS260858	1973/05/15	Subdivision Agreement			The Corporation of the Township of Chinguacousy
VS264566	1973/06/06	Bylaw exempting lands from part lot control			
43R3610	1975/12/15	Plan Reference			
VS380624	1976/01/19	Grant of Easement (<i>in thumbnail description</i>)			Canadian National Railway Company
LT2057426	2000/03/27	Notice re Pearson Airport Zoning			

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
		Regulation			
PR860650	2005/06/01	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting lands from part lot control		The Corporation of the City of Brampton	

Re: PIN 14162-0067 (LT) (B17)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
PL640	1960/09/29	Plan Subdivision			
CH28129	1960/10/26	Transfer for right of way easement (<i>in thumbnail description</i>)			
CH33304	1964/01/03	Grant of Easement (<i>in thumbnail description</i>)			
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulation			
PR739048	2004/10/21	Notice re Prescriptive Easement for purposes of operating railway locomotives, box cars and ancillary carriages			Canadian National Railway Company

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
PL640	1960/09/29	Plan Subdivision			
PR1105927	2006/07/27	Transfer Release & Abandonment		728836 Ontario Limited	Bramalea Consolidated Developments Limited

Re: PIN 14162-0009 (LT) (B18)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
PL640	1960/09/29	Plan Subdivision			
VS145461	1970/07/16	Bylaw to prevent the application of part lot control to certain plans of subdivision control			
43R2412	1974/09/03	Plan Reference			
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulation			
PR409526	2000/03/25	Notice re prescriptive easement for purposes of operating railway locomotives, box cars and ancillary carriages			Canadian National Railway Company

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
PL640	1960/09/29	Plan Subdivision			
PR861540	2005/06/02	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting lands from part lot control		The Corporation of the City of Brampton	

Re: PIN 14161-0029 (LT) (B19)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
PL640	1960/09/29	Plan Subdivision			
VS133500	1970/02/16	Transfer re access (<i>in thumbnail description</i>)			
VS145461	1970/07/16	Bylaw to prevent the application of part lot control to certain plans of subdivision control			
PL895	1970/08/14	Plan Subdivision			
VS149568	1970/09/08	Subdivision Agreement			The Corporation of the Township of Chinguacousy
VS151974	1970/10/07	Bylaw to prevent the application of			

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
		part lot control to certain plans of subdivision control			
VS154932	1970/11/13	Partial Release of VS149568			
43R740	1973/02/21	Plan Reference			
43R757	1973/03/14	Plan Reference			
43R1329	1973/10/05	Plan Reference			
43R1749	1974/01/25	Plan Reference			
43R2412	1974/09/03	Plan Reference			
VS339491	1975/01/02	Partial Release of VS149568			
43R19468	1992/09/24	Plan Reference			
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulation			
PR409525	2000/03/25	Notice re prescriptive easement for purposes of operating railway locomotives, box cars and ancillary carriages			Canadian National Railway Company
PR861540	2005/06/02	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting lands from part lot control		The Corporation of the City of Brampton	
PR861569	2005/06/02	Bylaw to		The	

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
		repeal by-laws		Corporation of the City of Brampton	

Re: PIN 14024-0013 (LT) (B20)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
VS204279	1972/03/22	Development Agreement			The Corporation of the Township of Chinguacousy
PL977	1973/03/30	Plan Subdivision			
VS260858	1973/05/15	Subdivision Agreement			The Corporation of the Township of Chinguacousy
VS264566	1973/06/06	Bylaw exempting lands from part lot control			
43R6661	1979/02/19	Plan Reference			
43R6724	1979/03/20	Plan Reference			
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulation			
PR860650	2005/06/01	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting		The Corporation of the City of Brampton	

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
		lands from part lot control			

**IN THE MATTER OF THE BANKRUPTCY OF BRAMALEA INC. OF THE CITY OF
TORONTO IN THE PROVINCE OF ONTARIO**

Court File No.: CV-31-299040
Estate File No. 31-299040

ONTARIO
SUPERIOR COURT OF JUSTICE
[IN BANKRUPTCY AND INSOLVENCY]
(COMMERCIAL LIST)
Proceeding commenced at Toronto

APPROVAL AND VESTING ORDER

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SCHEDULE D
PERMITTED ENCUMBRANCES
[ATTACHED]

7309047

PERMITTED ENCUMBRANCES

SPECIFIC PERMITTED ENCUMBRANCES / REGISTRATIONS

Re: PIN 14025-0114 (LT) (B1)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
FAD1166	1982/09/03	Application First Registration		Bramalea Limited	
LT613125	1986/01/10	Notice re Industrial Agreement			The Corporation of the City of Brampton and The Regional Municipality of Peel
LT613129	1986/01/10	Transfer of Easement			Canadian National Railway Company
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulations			

Re: PIN 14025-0132 (LT) (B2) & PIN 14025-0129 (LT) (B3)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
FAD1166	1982/09/03	Application First Registration		Bramalea Limited	
LT613125	1986/01/10	Notice re Industrial Agreement			The Corporation of the City of Brampton and The Regional Municipality of Peel
LT613129	1986/01/10	Transfer of Easement			Canadian National

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
					Railway Company
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulations			

PIN 14025-0123 (LT) (B4)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
FAD1166	1982/09/03	Application First Registration		Bramalea Limited	
LT613125	1986/01/10	Notice re Industrial Agreement			The Corporation of the City of Brampton and The Regional Municipality of Peel
LT613129	1986/01/10	Transfer of Easement			Canadian National Railway Company
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulations			

43R37764	2017/06/27	Plan Reference			
43R39593	2020/09/14	Plan Reference			

Re: PIN 14202-0254 (LT) (B5)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
PL766	1966/08/23	Plan Subdivision			
PL848	1969/02/26	Plan Subdivision			
VS122283	1969/09/26	Bylaw to authorize the execution of a grant of easement			Bramalea Consolidated Developments Limited
VS122284	1969/09/26	Transfer of Easement			The Corporation of the Township of Chinguacousy
VS135841	1970/03/19	Subdivision Agreement			The Corporation of the Township of Chinguacousy

VS138852	1970/04/29	Release of Subdivision Agreement VS135841			
VS145461	1970/07/16	Bylaw to prevent the application of part lot control to certain plans of subdivision control			
43R11395	1984/01/18	Plan Reference			
43R11439	1984/02/10	Plan Reference			
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulations			
PR409531	2003/03/25	Notice re Prescriptive Easement for purposes of operating railway locomotives, box cars and ancillary carriages			Canadian National Railway Company
PR861540	2005/06/02	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting lands from part lot control		The Corporation of the City of Brampton	

43R37764	2017/06/27	Plan Reference			
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Re: PIN 14162-0017 (LT) (B6)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
PL676	1962/08/13	Plan Subdivision			
RD229	1970/05/28	Plan Reference			
VS145461	1970/07/16	Bylaw to prevent the application of part lot control to certain plans of subdivision control			
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulation			
PR409527	2003/03/25	Notice re Prescriptive Easement for purposes of operating railway locomotives, box cars and ancillary carriages			Canadian National Railway Company
PR861540	2005/06/02	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting lands from part lot control		The Corporation of the City of Brampton	

Re: PIN 14162-0028 (LT) (B7)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
PL676	1962/08/13	Plan Subdivision			
RD229	1970/05/28	Plan Reference			
VS145461	1970/07/16	Bylaw to prevent the application of part lot control to certain plans of subdivision control			
43R11670	1984/06/11	Plan Reference			
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulations			
PR409528	2003/03/25	Notice re Prescriptive Easement for purposes of operating railway locomotives, box cars and ancillary carriages			Canadian National Railway Company
PR861540	2005/06/02	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting lands from part lot control		The Corporation of the City of Brampton	

Re: PIN 14162-0069 (LT) (B8)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
PL676	1962/08/13	Plan Subdivision			
RD135	1969/07/31	Plan Reference			
VS145461	1970/07/16	Bylaw to prevent the application of part lot control to certain plans of subdivision control			
43R348	1971/04/14	Plan Reference			
VS187827	1971/10/20	Transfer of Easement			Ontario Water Resources Commission
43R453	1971/11/24	Plan Reference			
VS202916	1972/03/09	Plan of Expropriation re easement		The Ontario Water Resources Commission	
VS253213	1973/03/21	Quit Claim Non Transfer			

LT1939551	1999/05/10	Order		The Ontario Clean Water Agency	The Regional Municipality of Peel
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulation			
PR409529	2003/03/25	Notice re Prescriptive Easement for purposes of operating railway locomotives, box cars and ancillary carriages			Canadian National Railway Company
PR861540	2005/06/02	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting lands from part lot control		The Corporation of the City of Brampton	

Re: PIN 14162-0073 (LT) (B8)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
PL676	1962/08/13	Plan Subdivision			
VS145461	1970/07/16	Bylaw to prevent the application of part lot control to certain plans of subdivision control			

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
43R23117	1998/09/23	Plan Reference			
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulation			
PR409530	2003/03/25	Notice re Prescriptive Easement for purposes of operating railway locomotives, box cars and ancillary carriages			Canadian National Railway Company
PR861540	2005/06/02	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting lands from part lot control		The Corporation of the City of Brampton	

Re: PIN 14162-0049 (LT) (B9)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
PL676	1962/08/13	Plan Subdivision			
RD209	1970/03/18	Plan Reference			
VS145461	1970/07/16	Bylaw to prevent the application of part lot control to certain plans of subdivision control			
43R435	1971/10/21	Plan Reference			

LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulation			
PR414294	2003/04/01	Notice re Prescriptive Easement for purposes of operating railway locomotives, box cars and ancillary carriages			Canadian National Railway Company
PR861540	2005/06/02	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting lands from part lot control		The Corporation of the City of Brampton	

Re: PIN 14163-0143 (LT) (B10)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
CH26542	1959/06/04	Subdivision Agreement			The Corporation of the Township of Chinguacousy
CH32674	1963/08/30	Transfer for right of way easement (<i>in thumbnail description</i>)			
VS12506	1966/06/21	Transfer			
43R2260	1974/07/16	Plan Reference			
LT2057426	2000/03/27	Notice re			

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
		Pearson Airport Zoning Regulation			

Re: PIN 14025-0043 (LT) (B11)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
VS204279	1972/03/22	Development Agreement			The Corporation of the Township of Chinguacousy
PL977	1973/03/30	Plan Subdivision			
VS260858	1973/05/15	Subdivision Agreement			The Corporation of the Township of Chinguacousy
VS264566	1973/06/06	Bylaw exempting lands from part lot control			
43R4255	1976/07/28	Plan Reference			
43R8155	1980/07/23	Plan Reference			
43R9147	1981/07/21	Plan Reference			
43R11227	1983/11/08	Plan Reference			
RO695417	1984/10/04	Transfer Easement			
RO730433	1985/10/15	Transfer of Easement			The Regional Municipality of Peel
RO739393	1986/01/06	Transfer of Easement			The Regional Municipality of Peel

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
RO739666	1986/01/09	Transfer of Easement			The Corporation of the City of Brampton
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulation			
PR409532	2003/03/25	Notice re Prescriptive Easement for purposes of operating railway locomotives, box cars and ancillary carriages			Canadian National Railway Company
PR860639	2005/06/01	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting lands from part lot control		The Corporation of the City of Brampton	

Re: PIN 14025-0054 (LT) (B12)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
VS204279	1972/03/22	Development Agreement			The Corporation of the Township of Chinguacousy
PL977	1973/03/30	Plan Subdivision			
VS260858	1973/05/15	Subdivision Agreement			The Corporation of

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
					the Township of Chinguacousy
VS264566	1973/06/06	Bylaw exempting lands from part lot control			
43R4255	1976/07/28	Plan Reference			
43R8155	1980/07/23	Plan Reference			
43R12760	1985/09/05	Plan Reference			
RO739393	1986/01/06	Transfer of Easement			The Regional Municipality of Peel
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulation			
PR409533	2003/03/25	Notice re Prescriptive Easement for purposes of operating railway locomotives, box cars and ancillary carriages			Canadian National Railway Company
PR860650	2005/06/01	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting lands from part lot control		The Corporation of the City of Brampton	

Re: PIN 14024-0037 (LT) (B13)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
VS204279	1972/03/22	Development Agreement			The Corporation of the Township of Chinguacousy
PL977	1973/03/30	Plan Subdivision			
VS260858	1973/05/15	Subdivision Agreement			The Corporation of the Township of Chinguacousy
VS264566	1973/06/06	Bylaw exempting lands from part lot control			
43R1408	1973/10/19	Plan Reference			
43R3210	1975/07/14	Plan Reference			
43R6661	1979/02/19	Plan Reference			
43R6724	1979/03/20	Plan Reference			
43R10631	1983/02/07	Plan Reference			
RO636241	1983/03/21	Release Subdivision Agreement VS344253			
43R11285	1983/11/30	Plan Reference			
RO739666	1986/01/09	Transfer of Easement			The Corporation of the City of Brampton
RO867995	1988/10/19	Transfer of Easement			The Regional Municipality of Peel
RO889035	1989/04/05	Transfer of			The Regional

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
		Easement			Municipality of Peel
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulation			
PR409534	2003/03/25	Notice re Prescriptive Easement for purposes of operating railway locomotives, box cars and ancillary carriages			Canadian National Railway Company
PR860650	2005/06/01	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting lands from part lot control		The Corporation of the City of Brampton	

Re: PIN 14024-0023 (LT) (B14)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
VS204279	1972/03/22	Development Agreement			The Corporation of the Township of Chinguacousy
PL977	1973/03/30	Plan Subdivision			

VS260858	1973/05/15	Subdivision Agreement			The Corporation of the Township of Chinguacousy
VS264566	1973/06/06	Bylaw exempting lands from part lot control			
43R6511	1978/12/06	Plan Reference			
43R6661	1979/02/19	Plan Reference			
43R6724	1979/03/20	Plan Reference			
43R10631	1983/02/07	Plan Reference			
RO867995	1988/10/19	Transfer of Easement			The Regional Municipality of Peel
RO889035	1989/04/05	Transfer of Easement			The Regional Municipality of Peel
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulation			
PR409535	2003/03/25	Notice re Prescriptive Easement for purposes of operating railway locomotives, box cars and ancillary carriages			Canadian National Railway Company

PR860650	2005/06/01	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting lands from part lot control		The Corporation of the City of Brampton	
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Re: PIN 14024-0104 (LT) (B15)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
VS204279	1972/03/22	Development Agreement			The Corporation of the Township of Chinguacousy
PL977	1973/03/30	Plan Subdivision			
VS260858	1973/05/15	Subdivision Agreement			The Corporation of the Township of Chinguacousy
VS264566	1973/06/06	Bylaw exempting lands from part lot control			
43R3210	1975/07/14	Plan Reference			
43R3610	1975/12/15	Plan Reference			
VS380624	1976/01/19	Grant of Easement (<i>in thumbnail description</i>)			Canadian National Railway Company
RO636241	1983/03/21	Release Subdivision Agreement VS344253			
LT2057426	2000/03/27	Notice re Pearson			

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
		Airport Zoning Regulation			
PR860650	2005/06/01	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting lands from part lot control		The Corporation of the City of Brampton	

Re: PIN 14024-0105 (LT) (B16)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
VS204279	1972/03/22	Development Agreement			The Corporation of the Township of Chinguacousy
PL977	1973/03/30	Plan Subdivision			
VS260858	1973/05/15	Subdivision Agreement			The Corporation of the Township of Chinguacousy
VS264566	1973/06/06	Bylaw exempting lands from part lot control			
43R3610	1975/12/15	Plan Reference			
VS380624	1976/01/19	Grant of Easement (<i>in thumbnail description</i>)			Canadian National Railway Company
LT2057426	2000/03/27	Notice re Pearson Airport Zoning			

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
		Regulation			
PR860650	2005/06/01	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting lands from part lot control		The Corporation of the City of Brampton	

Re: PIN 14162-0067 (LT) (B17)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
PL640	1960/09/29	Plan Subdivision			
CH28129	1960/10/26	Transfer for right of way easement (<i>in thumbnail description</i>)			
CH33304	1964/01/03	Grant of Easement (<i>in thumbnail description</i>)			
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulation			
PR739048	2004/10/21	Notice re Prescriptive Easement for purposes of operating railway locomotives, box cars and ancillary carriages			Canadian National Railway Company

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
PL640	1960/09/29	Plan Subdivision			
PR1105927	2006/07/27	Transfer Release & Abandonment		728836 Ontario Limited	Bramalea Consolidated Developments Limited

Re: PIN 14162-0009 (LT) (B18)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
PL640	1960/09/29	Plan Subdivision			
VS145461	1970/07/16	Bylaw to prevent the application of part lot control to certain plans of subdivision control			
43R2412	1974/09/03	Plan Reference			
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulation			
PR409526	2000/03/25	Notice re prescriptive easement for purposes of operating railway locomotives, box cars and ancillary carriages			Canadian National Railway Company

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
PL640	1960/09/29	Plan Subdivision			
PR861540	2005/06/02	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting lands from part lot control		The Corporation of the City of Brampton	

Re: PIN 14161-0029 (LT) (B19)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
PL640	1960/09/29	Plan Subdivision			
VS133500	1970/02/16	Transfer re access (<i>in thumbnail description</i>)			
VS145461	1970/07/16	Bylaw to prevent the application of part lot control to certain plans of subdivision control			
PL895	1970/08/14	Plan Subdivision			
VS149568	1970/09/08	Subdivision Agreement			The Corporation of the Township of Chinguacousy
VS151974	1970/10/07	Bylaw to prevent the application of			

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
		part lot control to certain plans of subdivision control			
VS154932	1970/11/13	Partial Release of VS149568			
43R740	1973/02/21	Plan Reference			
43R757	1973/03/14	Plan Reference			
43R1329	1973/10/05	Plan Reference			
43R1749	1974/01/25	Plan Reference			
43R2412	1974/09/03	Plan Reference			
VS339491	1975/01/02	Partial Release of VS149568			
43R19468	1992/09/24	Plan Reference			
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulation			
PR409525	2000/03/25	Notice re prescriptive easement for purposes of operating railway locomotives, box cars and ancillary carriages			Canadian National Railway Company
PR861540	2005/06/02	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting lands from part lot control		The Corporation of the City of Brampton	
PR861569	2005/06/02	Bylaw to		The	

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
		repeal by-laws		Corporation of the City of Brampton	

Re: PIN 14024-0013 (LT) (B20)

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
VS204279	1972/03/22	Development Agreement			The Corporation of the Township of Chinguacousy
PL977	1973/03/30	Plan Subdivision			
VS260858	1973/05/15	Subdivision Agreement			The Corporation of the Township of Chinguacousy
VS264566	1973/06/06	Bylaw exempting lands from part lot control			
43R6661	1979/02/19	Plan Reference			
43R6724	1979/03/20	Plan Reference			
LT2057426	2000/03/27	Notice re Pearson Airport Zoning Regulation			
PR860650	2005/06/01	Bylaw re: By-Law no. 143-2005 to repeal by-laws exempting		The Corporation of the City of Brampton	

Reg. No.	Date	Instrument Type	Amount	Parties From	Parties To
		lands from part lot control			

**IN THE MATTER OF THE BANKRUPTCY OF BRAMALEA INC. OF THE CITY OF TORONTO
IN THE PROVINCE OF ONTARIO**

Court File No. 31-299040
Estate File No. 31-299040

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

Proceedings commenced at Toronto

MOTION RECORD OF MNP LTD.
(returnable November 15, 2022 @ 11:30am via
Judicial Videoconference)

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