

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

THE HONOURABLE) TUESDAY, THE 19TH
)
JUSTICECAVANAGH) DAY OF DECEMBER, 2023

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

STANDING APPROVAL AND VESTING ORDER

THIS MOTION, made by MNP LTD. in its capacity as the licensed insolvency trustee (the “**Trustee**”) of the bankruptcy estate of Bramalea Inc. (the “**Bankrupt**”) for an order, *inter alia*:

- (a) authorizing the Trustee to enter into Sale Agreements (*as defined herein*); and
- (b) vesting in the purchaser under any such Sale Agreement, title and interest in and to the assets described in such Sale Agreement,

was heard by judicial videoconference this day at 330 University Avenue, Toronto, Ontario.

ON READING the third report of the Trustee, dated December 11, 2023 (the “**Third 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 Amanda Adamo sworn December 12, 2023, filed:

1. THIS COURT ORDERS AND DECLARES that the following definitions shall be incorporated into this Order:

- (a) **“Purchaser”** means any party identified as a purchaser under any Sale Agreement;
- (b) **“Real Property”** means any real property for which the Bankrupt or any of its predecessors (including “Bramalea Limited” and “Bramalea Consolidated Developments Limited”) is registered on title as owner, as set out in Schedule “A” hereto;
- (c) **“Sale Agreement”** means any agreement accepted by the Trustee, as seller, for the sale or transfer of any of the Real Property; and
- (d) **“Transaction”** means the transaction for the sale or transfer of any Real Property as contemplated by any a Sale Agreement.

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

3. THIS COURT ORDERS that the Sale Process, as defined in the Third Report and in particular as detailed in paragraphs 39-44 of the Third Report be and is hereby approved.

4. THIS COURT ORDERS that the Trustee be and is hereby authorized to entered into such Sale Agreements for the purchase and sale of Real Property as it deems appropriate, acting in good faith, provided that the material terms of any such agreement:

- (a) incorporates the terms of this Order by reference;
- (b) identifies the specific Real Property to be sold or transferred;
- (c) identifies a legal entity as the Purchaser who is capable of taking, and shall take, title to the subject Real Property;
- (d) provides for full satisfaction of any real property taxes in respect of the subject Real Property accrued to the date of completion of the subject Transaction, to be paid by the Purchaser or satisfied by the sale proceeds on or after closing; and
- (e) provides for a sale or transfer of the subject Real Property on an “as is, where is” basis, without recourse to the Trustee;

provided that any such Sale Agreement does not include a purchase price of more than \$45,000.00 for any single parcel of Real Property included in the subject Transaction.

5. THIS COURT ORDERS AND DECLARES that upon executing a Sale Agreement, such Sale Agreement is approved by this Court and 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 contemplated by such Sale Agreement and for the conveyance of the subject Real Property to the Purchaser under such Sale Agreement.

6. THIS COURT ORDERS AND DECLARES that, in connection with any Sale Agreement, upon the delivery of a Trustee's certificate to a Purchaser substantially in the form attached as Schedule "B" hereto (the "**Trustee's Certificate**"), all of the Bankrupt's right, title and interest in and to the Real Property described in the subject Sale Agreement and set out in the subject Trustee's Certificate 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, 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) 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 (ii) those Claims related to the subject Real Property listed on Schedule "C" hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on Schedule "D") and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

7. THIS COURT ORDERS that, in respect of any particular Sale Agreement and related Transaction, upon the registration in the appropriate Land Registry Office responsible for the Real Property governed by a such Sale Agreement of an Application for Vesting Order in the form prescribed by the *Land Titles Act*, which shall include the Trustee's Certificate delivered in respect of a particular Sale Agreement, the Land Registrar is hereby directed to enter the Purchaser identified in such Trustee's Certificate as the owner of the Real Property identified in such Trustee's Certificate in fee simple, and is hereby directed to delete and expunge from title Real Property identified in such Trustee's Certificate those Claims/encumbrances listed in Schedule C hereto related to such Real Property.

8. THIS COURT ORDERS that for the purposes of determining the nature and priority of Claims, the net proceeds from the sale of any Real Property shall stand in the place and stead of such Real Property, and that from and after the delivery of the related Trustee's Certificate all Claims and Encumbrances shall attach to the net proceeds from the sale of the such 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.

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

10. THIS COURT ORDERS AND DECLARES that this order shall be operative until such time as the Trustee is discharged as the trustee of the bankruptcy estate of the Bankrupt.

11. 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.

Schedule A – Affected Real Property

LRO	PIN	Registered Owner	Legal Description
Peel (43)	19411-0661	Bramalea Inc.	UNIT 264, LEVEL B, PEEL CONDOMINIUM PLAN NO. 411; PT BLKS AJ & Z PL 857, PTS 1, 2, 3, 7, 9, 10, 12 & 24 43R16547, MORE FULLY DESCRIBED IN SCHEDULE “A” OF DECLARATION LT1163342; BRAMPTON
Peel (43)	19411-0689	Bramalea Inc.	UNIT 292, LEVEL B, PEEL CONDOMINIUM PLAN NO. 411 ; PT BLKS AJ & Z PL 857, PTS 1, 2, 3, 7, 9, 10, 12 & 24 43R16547, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT1163342 ; BRAMPTON
Peel (43)	19368-0286	Bramalea Inc.	UNIT 69, LEVEL A, PEEL CONDOMINIUM PLAN NO. 368 ; PT BLKS AJ & Z PL 857, PTS 4, 5, 6, 8, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 & 23 43R16547, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT1088809 ; BRAMPTON
Peel (43)	19368-0436	Bramalea Inc.	UNIT 44, LEVEL B, PEEL CONDOMINIUM PLAN NO. 368; PT BLKS AJ & Z PL 857, PTS 4, 5, 6, 8, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 & 23 43R16547, MORE FULLY DESCRIBED IN SCHEDULE “A” OF DECLARATION LT1088809; BRAMPTON
Peel (43)	19368-0420	Bramalea Inc.	UNIT 28, LEVEL B, PEEL CONDOMINIUM PLAN NO. 368 ; PT BLKS AJ & Z PL 857, PTS 4, 5, 6, 8, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 & 23 43R16547, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT1088809 ; BRAMPTON

LRO	PIN	Registered Owner	Legal Description
Peel (43)	19260-0349	Bramalea Limited	UNIT 126, LEVEL A, PEEL CONDOMINIUM PLAN NO. 260; FIRSTLY: PTS BLK G PL M133, PTS 4 & 5 43R10513; SECONDLY: PT BLK K ONE FOOT RESERVE PL M133, PT 10 43R10513; THIRDLY: PT BLK C PL M134, PTS 8&(43R10513; FOURTHLY: PT BLKS D & J PL M134 PTS 6&7 43R10513, MORE FULLY DESCRIBED IN SCHEDULE "A" OF DECLARATION LT615216; BRAMPTON
Peel (43)	19291-0317	Bramalea Limited	UNIT 133, LEVEL A, PEEL CONDOMINIUM PLAN NO. 291 ; PT BLKS AJ & Z PL 857, PTS 1 & 2 43R15087, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT856531 ; BRAMPTON
Peel (43)	19303-0093	Bramalea Limited	UNIT 93, LEVEL 1, PEEL CONDOMINIUM PLAN NO. 303 ; BLK L PL 857, PT 1 43R15299, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT919580 ; BRAMPTON
Peel (43)	19406-0693	Bramalea Limited	UNIT 401, LEVEL A, PEEL CONDOMINIUM PLAN NO. 406 ; BLK D PL M92, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT1158275 ; BRAMPTON
Peel (43)	19406-0695	Bramalea Limited	UNIT 403, LEVEL A, PEEL CONDOMINIUM PLAN NO. 406 ; BLK D PL M92, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT1158275 ; BRAMPTON
Peel (43)	19406-0677	Bramalea Limited	UNIT 385, LEVEL A, PEEL CONDOMINIUM PLAN NO. 406 ; BLK D PL M92, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT1158275 ; BRAMPTON

LRO	PIN	Registered Owner	Legal Description
Peel (43)	19406-0664	Bramalea Limited	UNIT 372, LEVEL A, PEEL CONDOMINIUM PLAN NO. 406 ; BLK D PL M92, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT1158275 ; BRAMPTON
Peel (43)	19406-0657	Bramalea Limited	UNIT 365, LEVEL A, PEEL CONDOMINIUM PLAN NO. 406 ; BLK D PL M92, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT1158275 ; BRAMPTON
Peel (43)	19157-0007	Bramalea Limited	UNIT 7, LEVEL 1, PEEL CONDOMINIUM PLAN NO. 157 ; PT BLKS B, F & G PL 968 (FORMERLY TWP CHINGUACOUSY), PTS 1 TO 16, 36 TO 39 43R5242, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT147799 AS AMENDED BY LT173864 ; BRAMPTON
Peel (43)	19183-0008	Bramalea Limited	UNIT 8, LEVEL 1, PEEL CONDOMINIUM PLAN NO. 183 ; PT BLK B PL 968 (FORMERLY TWP CHINGUACOUSY), PTS 17 TO 24 43R5242, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT190222 ; BRAMPTON
Peel (43)	14150-0906	Bramalea Limited	PCL 8-2, SEC 43-CHING.-3 E.H.S. ; PT LT 8, CON 3 EAST OF HURONTARIO ST , PART 1 , 43R3239 , (LYING E OF THE E LIMIT OF WILLIAMS PARKWAY ON PLAN M308 & N OF LIONSHEAD LOOKOUT) ; T/W PT RDAL BTN CON 2 & 3, PARTS 8, 9, 10, 43R3239, AS SET OUT IN 227161VS. ; BRAMPTON
Peel (43)	14153-0098	Bramalea Limited	PCL BLOCK 125-4, SEC 43M441 ; PT BLK 125, PL 43M441 , PART 6 , 43R11894 , T/W PT RDAL BTN CON 3 & 4, PTS 8, 9, & 10, 43R3239 AS IN 227161VS ; BRAMPTON

LRO	PIN	Registered Owner	Legal Description
Peel (43)	14171-0402	Bramalea Limited	PCL U-1, SEC 43-857 ; PT BLK U, PL 857 , PART 1 , 43R15915 ; BRAMPTON
Peel (43)	19260-0007	Bramalea Limited	UNIT 7, LEVEL 1, PEEL CONDOMINIUM PLAN NO. 260 ; FIRSTLY: PTS BLK G PL M133, PTS 4 & 5 43R10513; SECONDLY: PT BLK K ONE FOOT RESERVE PL M133, PT 10 43R10513; THIRDLY: PT BLK C PL M134, PTS 8 & 9 43R10513; FOURTHLY: PT BLKS D & J PL M134, PTS 6 & 7 43R10513, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT615216 ; BRAMPTON
Peel (43)	19260-0344	Bramalea Limited	UNIT 121, LEVEL A, PEEL CONDOMINIUM PLAN NO. 260 ; FIRSTLY: PTS BLK G PL M133, PTS 4 & 5 43R10513; SECONDLY: PT BLK K ONE FOOT RESERVE PL M133, PT 10 43R10513; THIRDLY: PT BLK C PL M134, PTS 8 & 9 43R10513; FOURTHLY: PT BLKS D & J PL M134, PTS 6 & 7 43R10513, MORE FULLY DESCRIBED IN SCHEDULE 'A' OF DECLARATION LT615216 ; BRAMPTON
York (65)	02979-0170	Bramalea Limited	PT BLK A PL 7566 MARKHAM PTS 1, 2, 4 & 5, 65R3901; S/T R276057 ; MARKHAM
York (65)	02966-0251	Bramalea Limited	PCL 12-10, SEC MA6 , PT LT 12 CON 6, PT 7 65R8051 ; MARKHAM
York (65)	02967-1114	Bramalea Limited	PT LT 12, CON 6 , PART 7 , 65R6809 ; MARKHAM
York (65)	03068-0245	Bramalea Limited	PCL BLK 209-1, SEC M1961 ; BLK 209, PL M1961 , S/T LT42119 ; MARKHAM

LRO	PIN	Registered Owner	Legal Description
Toronto (80)	11834-0186	Bramalea Limited	UNIT 22, LEVEL A, METROPOLITAN TORONTO CONDOMINIUM PLAN NO. 834, PT OF BLK A PLAN 4332 AS DESCRIBED IN SCHEDULE 'A' OF DECLARATION D131627 ; T/W EASE AS SET OUT IN SCHEDULE "A" OF THE DECLARATION AT888244 , CITY OF TORONTO
Toronto (80)	11626-0092	Bramalea Limited	UNIT 11, LEVEL 9, METROPOLITAN TORONTO CONDOMINIUM PLAN NO. 626 ; PT LTS A, B & C AND LTS D & E AND LANE PL 118E; PT LT 1 E AV RD PL 289, PTS 1 TO 9 & 46 66R13619, AS IN SCHEDULE 'A' OF DECLARATION B803721 ; S/T D02138 ; TORONTO , CITY OF TORONTO
Toronto (80)	11626-0016	Bramalea Limited	UNIT 12, LEVEL 2, METROPOLITAN TORONTO CONDOMINIUM PLAN NO. 626 ; PT LTS A, B & C AND LTS D & E AND LANE PL 118E; PT LT 1 E AV RD PL 289, PTS 1 TO 9 & 46 66R13619, AS IN SCHEDULE 'A' OF DECLARATION B803721 ; S/T B903584 ; TORONTO , CITY OF TORONTO
Toronto (80)	11650-0375	Bramalea Limited	UNIT 130, LEVEL A, METROPOLITAN TORONTO CONDOMINIUM PLAN NO. 650, LOTS 283, 284, 285, 286 AND PARTS OF LOTS 282, 287 & 288, ON PLAN 66M372 AS DESCRIBED IN SCHEDULE 'A' OF DECLARATION B838481 TWP OF YORK/NORTH YORK , CITY OF TORONTO
Toronto (80)	11650-0360	Bramalea Limited	UNIT 115, LEVEL A, METROPOLITAN TORONTO CONDOMINIUM PLAN NO. 650, LOTS 283, 284, 285, 286 AND PARTS OF LOTS 282, 287 & 288, ON PLAN 66M372 AS DESCRIBED IN SCHEDULE 'A' OF DECLARATION B838481 TWP OF YORK/NORTH YORK , CITY OF TORONTO

LRO	PIN	Registered Owner	Legal Description
Toronto (80)	11759-0007	Bramalea Limited	UNIT 7, LEVEL 1, METROPOLITAN TORONTO CONDOMINIUM PLAN NO. 759, PT OF LT 8 CON A, CLERGY BLOCK, PTS 1 TO 5, 11, 29 TO 39, 54 TO 65 & 77 66R14908 AS IN SCHEDULE "A" OF DECLARATION D10825 AMENDED BY D19657 ETOBICOKE, CITY OF TORONTO
Toronto (80)	11759-0682	Bramalea Limited	UNIT 239, LEVEL B, METROPOLITAN TORONTO CONDOMINIUM PLAN NO. 759, PT OF LT 8 CON A, CLERGY BLOCK, PTS 1 TO 5, 11, 29 TO 39, 54 TO 65 & 77 66R14908 AS IN SCHEDULE 'A' OF DECLARATION D10825 AMENDED BY D19657 ETOBICOKE , CITY OF TORONTO
Toronto (80)	11748-0008	Bramalea Limited	UNIT 8, LEVEL 1, METROPOLITAN TORONTO CONDOMINIUM PLAN NO. 748, PT LOT 8 CON A, CLERGY BLK PTS 8, 12, 13, 15 TO 24, 26, 27, 40 TO 53, 66 TO 76, 78 TO 81 66R14908 AS IN SCHEDULE `A' OF DECLARATION B990826; S/T D170306 ETOBICOKE , CITY OF TORONTO
Toronto (80)	11748-0359	Bramalea Limited	UNIT 142, LEVEL A, METROPOLITAN TORONTO CONDOMINIUM PLAN NO. 748, PT LOT 8 CON A, CLERGY BLK PTS 8, 12, 13, 15 TO 24, 26, 27, 40 TO 53, 66 TO 76, 78 TO 81 66R14908 AS IN SCHEDULE `A' OF DECLARATION B990826; S/T D170306 ETOBICOKE , CITY OF TORONTO
Toronto (80)	11748-0654	Bramalea Limited	UNIT 295, LEVEL B, METROPOLITAN TORONTO CONDOMINIUM PLAN NO. 748, PT LOT 8 CON A, CLERGY BLK PTS 8, 12, 13, 15 TO 24, 26, 27, 40 TO 53, 66 TO 76, 78 TO 81 66R14908 AS IN SCHEDULE `A' OF DECLARATION B990826; S/T D170306 ETOBICOKE , CITY OF TORONTO

LRO	PIN	Registered Owner	Legal Description
Toronto (80)	11748-0616	Bramalea Limited	UNIT 257, LEVEL B, METROPOLITAN TORONTO CONDOMINIUM PLAN NO. 748, PT LOT 8 CON A, CLERGY BLK PTS 8, 12, 13, 15 TO 24, 26, 27, 40 TO 53, 66 TO 76, 78 TO 81 66R14908 AS IN SCHEDULE 'A' OF DECLARATION B990826; S/T D170306 ETOBICOKE , CITY OF TORONTO
Peel (43)	14165-0123	Bramalea Consolidated Developments Limited	PT 1 FT RESERVE PL 688 ABUTTING BLK M AS IN CH36496 ; BRAMPTON
Peel (43)	14205-0086	Bramalea Consolidated Developments Limited	BLK H PL 813 ; S/T VS61792,VS94036 BRAMPTON
Peel (43)	14205-0085	Bramalea Consolidated Developments Limited	BLK G PL 813 ; S/T VS61792,VS94036 BRAMPTON
Peel (43)	14205-0084	Bramalea Consolidated Developments Limited	BLK F PL 813 ; S/T VS61792,VS94036 BRAMPTON
Peel (43)	14198-0229	Bramalea Consolidated Developments Limited	BLK H, PL 865 ; S/T VS109299 BRAMPTON
Peel (43)	14198-0228	Bramalea Consolidated Developments Limited	BLK J, PL 865 ; S/T VS109299 BRAMPTON
Peel (43)	14198-0227	Bramalea Consolidated Developments Limited	BLK J, PL 866 ; S/T VS109299 BRAMPTON

LRO	PIN	Registered Owner	Legal Description
Peel (43)	14198-0226	Bramalea Consolidated Developments Limited	BLK H, PL 866 ; S/T VS109299 BRAMPTON
Peel (43)	14162-0078	Bramalea Consolidated Developments Limited	PT BLK C PL 640 CHINGUACOUSY PTS 5 & 6, 43R10752 ; BRAMPTON
Peel (43)	14186-0299	Bramalea Consolidated Developments Limited	BLK E, PL 862 ; S/T 109299VS BRAMPTON
Peel (43)	14186-0293	Bramalea Consolidated Developments Limited	BLK C, PL 862 ; S/T 109299VS BRAMPTON
Peel (43)	14193-0131	Bramalea Consolidated Developments Limited	BLK J, PL 862 ; S/T 109299VS BRAMPTON
Peel (43)	14193-0132	Bramalea Consolidated Developments Limited	BLK L, PL 862 ; S/T 109299VS BRAMPTON
Peel (43)	14195-0413	Bramalea Consolidated Developments Limited	BLKS G & F, PL 866 ; S/T VS109299 BRAMPTON
Peel (43)	14197-0188	Bramalea Consolidated Developments Limited	BLK K, PL 858 ; S/T VS109299 BRAMPTON
Peel (43)	14197-0187	Bramalea Consolidated Developments Limited	BLK I, PL 858 ; S/T VS109299 BRAMPTON

LRO	PIN	Registered Owner	Legal Description
Peel (43)	14204-0237	Bramalea Consolidated Developments Limited	BLK H, PL 809; BLK I, PL 809 ; S/T VS62466,VS71324 BRAMPTON
Peel (43)	14161-0273	Bramalea Consolidated Developments Limited	PT BLK C FL 640 CHINGUACOUSY PTS 1&2, 43R11746; T/W VS296073; BRAMPTON
Peel (43)	14163-0141	Bramalea Consolidated Developments Limited	BLK L PL 636 CHINGUACOUSY EXCEPT CH30475; ; S/T RO650030 BRAMPTON
Peel (43)	14168-0462	Bramalea Consolidated Developments Limited	1 FT RESERVE, PL 651 ABUTTING BRAEBURN CT ; BRAMPTON
Peel (43)	14170-0070	Bramalea Consolidated Developments Limited	PT LT 5 CON 3 EHS CHINGUACOUSY PT 1, RD 264; BRAMPTON
Peel (43)	14171-0588	Bramalea Consolidated Developments Limited	PT LT 6, CON 3 EAST OF HURONTARIO ST CHINGUACOUSY , PART 5 & 6 , 43R944 ; BRAMPTON
Peel (43)	14168-0465	Bramalea Consolidated Developments Limited	1 FT RESERVE PL 651 ABUTTING BALMORAL DR ; BRAMPTON
Peel (43)	14168-0460	Bramalea Consolidated Developments Limited	1 FT RESERVE, PL 651 ABUTTING BRAEMAR DR ; BRAMPTON
Peel (43)	14223-0633	Bramalea Consolidated Developments Limited	PT LT 11, CON 4 EAST OF HURONTARIO ST CHINGUACOUSY , AS IN 26143VS EXCEPT PT 4, 43R11555 ; BRAMPTON

LRO	PIN	Registered Owner	Legal Description
Peel (43)	14025-0150	Bramalea Consolidated Developments Limited	PT LT 2 CON 6 EHS CHINGUACOUSY BOUNDED BY BLKS 2, 26 & 27, PL 43M643 & TORBRAM RD; BRAMPTON
Peel (43)	14025-0151	Bramalea Consolidated Developments Limited	PT BLK G PL CHINGUACOUSY PT 4, 43R4254; PT BLK CC PL 977 CHINGUACOUSY PTS 7, 8, 10 & 11, 43R8680, EXCEPT PTS 7 & 8, 43R8996; S/T VS344874
Halton (20)	07169-0250	Bramalea Consolidated Developments Limited	PCL D-1, SEC M61; BLK D, PL M61; S/T H7328 BURLINGTON

Schedule B – Form of Trustee’s Certificate

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**

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 <DATE>, the Court (the “**Approval & Vesting Order**”) authorized the Trustee to enter into various sale agreements, which includes the agreement of purchase and sale made as of <DATE OF AGREEMENT> (the “**Sale Agreement**”) between the Trustee and <NAME OF PURCHASER> (the “**Purchaser**”) and provided for the vesting in the Purchaser of the Bankrupt’s right, title and interest in and to the real property legally described as follows:

- (i) PIN <PIN#>
<LEGAL DESCRIPTION OF LAND>
(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 the Purchaser; and (iii) the transaction contemplated by the Sale Agreement (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 Trustee has entered into the Sale Agreement in accordance with the terms of the Approval & Vesting Order and in good faith.
2. The Purchaser has paid and the Trustee has received the Purchase Price for the Real Property payable on closing of the Transaction;
3. The conditions to closing as set out in the Sale Agreement have been satisfied or waived by the Trustee and the Purchaser;
4. The Transaction has been completed to the satisfaction of the Trustee;
5. Accordingly, the applicable Land Registry is directed under the Approval & Vesting Order to vest title in and to the Real property in the Purchase and to delete and expunge from title the following instruments:
 - (a) <*>
6. The Trustee has completed and delivered this certificate in accordance with the terms of the Approval & Vesting Order and in good faith.

This certificate was delivered by the Trustee at _____ [TIME] on _____ [DATE].

**MNP LTD., solely in its capacity a licensed
insolvency trustee of the bankruptcy estate of
BRAMALEA INC. and not in its personal or
corporate capacities**

Per: _____
Name:
Title:

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

Re: PIN 11759-0007 (LT)

~nil~

Re: PIN 19260-0349 (LT)

~nil~

Re: PIN 19368-0436 (LT)

~nil~

Re: PIN 19411-0661 (LT)

~nil~

Re: PIN 14170-0070 (LT)

~nil~

Re: PIN 07169-0250 (LT)

~nil~

Re: PIN 14025-0151 (LT)

Reg. No.	Date	Instrument Type	Parties From	Parties To
RO430546	1977/05/19	CHARGE		THE MUTUAL LIFE ASSURANCE COMPANY OF CANADA
RO600464	1982/01/21	DEBENTURE		ROYAL TRUST CORP OF

Reg. No.	Date	Instrument Type	Parties From	Parties To
				CANADA

Re: PIN 14025-0150 (LT)

~nil~

Re: PIN 14223-0633 (LT)

~nil~

Re: PIN 14168-0460 (LT)

~nil~

Re: PIN 14168-0460 (LT)

~nil~

Re: PIN 14168-0465 (LT)

~nil~

Re: PIN 14171-0588 (LT)

~nil~

Re: PIN 14168-0462 (LT)

~nil~

Re: PIN 14163-0141 (LT)

~nil~

Re: PIN 14161-0273 (LT)

~nil~

Re: PIN 14161-0237 (LT)

~nil~

Re: PIN 14197-0187 (LT)

~nil~

Re: PIN 14197-0188 (LT)

~nil~

Re: PIN 14195-0413 (LT)

~nil~

Re: PIN 14193-0132 (LT)

~nil~

Re: PIN 14193-0131 (LT)

~nil~

Re: PIN 14186-0293 (LT)

~nil~

Re: PIN 14186-0299 (LT)

~nil~

Re: PIN 14162-0078 (LT)

~nil~

Re: PIN 14198-0226 (LT)

~nil~

Re: PIN 14198-0227 (LT)

~nil~

Re: PIN 14198-0228 (LT)

~nil~

Re: PIN 14198-0229 (LT)

~nil~

Re: PIN 14205-0084 (LT)

~nil~

Re: PIN 14205-0085 (LT)

~nil~

Re: PIN 14205-0086 (LT)

~nil~

Re: PIN 14165-0123 (LT)

~nil~

Re: PIN 11748-0616 (LT)

~nil~

Re: PIN 11748-0654 (LT)

~nil~

Re: PIN 11748-0359 (LT)

~nil~

Re: PIN 11759-0682 (LT)

~nil~

Re: PIN 11650-0360 (LT)

~nil~

Re: PIN 11650-0375 (LT)

~nil~

Re: PIN 11626-0016 (LT)

~nil~

Re: PIN 11626-0092 (LT)

~nil~

Re: PIN 11834-0186 (LT)

~nil~

Re: PIN 03068-0245 (LT)

~nil~

Re: PIN 02966-0251 (LT)

~nil~

Re: PIN 02979-0170 (LT)

Reg. No.	Date	Instrument Type	Parties From	Parties To
MA71847	1970/06/23	CHARGE		HENGRAN DEVELOPMENT LIMITED
MA71848	1970/07/23	CHARGE		BRAMALEA CONSOLIDATED DEVELOPMENTS LIMITED
MA71849	1970/06/23	TRANSFER OR CHARGE		BANK OF MONTREAL

Re: PIN 19260-0344 (LT)

~nil~

Re: PIN 19260-0007 (LT)

~nil~

Re: PIN 14171-0402 (LT)

Reg. No.	Date	Instrument Type	Parties From	Parties To
LT983282	1989/03/08	CHARGE		THE TORONTO-DOMINION BANK

Re: PIN 14153-0098 (LT)

~nil~

Re: PIN 14150-0906 (LT)

Reg. No.	Date	Instrument Type	Parties From	Parties To
LT20128	1983/03/08	CHARGE		THE ROYAL BANK OF CANADA

Re: PIN 19183-0008 (LT)

~nil~

Re: PIN 19157-0007 (LT)

Reg. No.	Date	Instrument Type	Parties From	Parties To
PR4179211	2023/03/14	CONDO LIEN/98	PEEL CONDOMINIUM CORPORATION NO. 157	

Re: PIN 19406-0657 (LT)

~nil~

Re: PIN 19406-0664 (LT)

~nil~

Re: PIN 19406-0677 (LT)

~nil~

Re: PIN 19406-0695 (LT)

~nil~

Re: PIN 19406-0693 (LT)

~nil~

Re: PIN 19303-0093 (LT)

~nil~

Re: PIN 1921-0317 (LT)

~nil~

Re: PIN 19368-0420 (LT)

~nil~

Re: PIN 19368-0286 (LT)

~nil~

Re: PIN 19411-0689 (LT)

~nil~

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

(unaffected by the Vesting Order)

1. Any instruments or other registrations on title the Real Property that is not enumerated in Schedule C to the Vesting Order.
2. 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;
3. 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;
4. 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;
5. Any encroachments or other discrepancies that might be revealed by an up-to-date plan of survey of the Real Property;
6. 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;
7. Any reservations, limitations, provisos and conditions expressed in the original grant from the Crown as the same may be varied by statute; and
8. The following exceptions and qualifications contained in Section 44(1) of the *Land Titles Act*: paragraphs 7, 8, 9, 10, 12 and 14.

**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
(COMMERCIAL LIST)**

Proceedings commenced at Toronto

**STANDING APPROVAL AND
VESTING ORDER**

LOOPSTRA NIXON LLP
130 Adelaide Street West – Suite 2800
Toronto, ON M5H 3P5

R. Graham Phoenix (LSUC #52650N)
Tel: (416) 748-4776
Fax: (416) 746-8319
Email: gphoenix@LN.law

Shahrzad Hamraz (LSUC #85218H)
Tel: (416) 748-5116
Fax: (416)746-8319
Email: shamraz@LN.law

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