

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.)
JUSTICE HAINEY)

THURSDAY, THE 30th DAY
OF MARCH, 2017

BETWEEN:

JCF CAPITAL ULC

Applicant

and

**TALON INTERNATIONAL INC., MIDLAND DEVELOPMENT INC., 1456253
ONTARIO INC., 2025401 ONTARIO LIMITED, BARREL TOWER HOLDINGS INC.,
HARVESTER DEVELOPMENTS INC., TALON INTERNATIONAL DEVELOPMENT
INC., TFB INC., 2263847 ONTARIO LIMITED AND 2270039 ONTARIO LIMITED**

Respondents

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

**APPROVAL AND VESTING ORDER
(RE: RESIDENCE TRANSACTION)**

THIS MOTION, made by FTI Consulting Canada Inc. in its capacity as the Court-appointed receiver (the "**Receiver**") of certain of the undertakings, properties and assets and legal and beneficial ownership interests of Talon International Inc. ("**Talon**"), Midland Development Inc., 1456253 Ontario Inc., 2025401 Ontario Limited, Barrel Tower Holdings Inc., Harvester Developments Inc. ("**Harvester**"), Talon International Development Inc., TFB Inc., 2263847 Ontario Limited, and 2270039 Ontario Limited (collectively, the "**Debtors**") comprising, acquired for, or used in relation to the condominium residence and hotel branded as the Trump International Hotel & Tower and Trump Residences located at 311 and 325 Bay

Street, Toronto, Ontario (the "**Hotel & Residence**"), for an order (i) approving the sale transaction (the "**Residence Transaction**") contemplated by an agreement of purchase and sale (the "**Sale Agreement**") between the Receiver and JCF Capital ULC (the "**Purchaser**") dated December 21, 2016, as amended and appended to the fourth report to Court of the Receiver dated March 16, 2017 (the "**Fourth Report**"), and (ii) vesting in the Purchaser, or such transferee(s) designated by the Purchaser, the right, title and interest of the Debtors and any right, title and interest of Harvester to which the Crown may have rights in and to the Residence Purchased Assets (as defined in the Sale Agreement) which includes all of the real property identified in **Schedule "D"** hereto (collectively, the "**Real Property**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Fourth Report and on hearing the submissions of counsel for the Receiver, the Purchaser, and the counsel on the counsel slip, attached, no one appearing for any other person on the service list or the other persons served with this motion, although properly served as appears from the affidavit of Stephanie Waugh sworn March 17, 2017 filed:

DEFINITIONS

1. THIS COURT ORDERS that any capitalized terms not otherwise defined in this Order shall have the meanings given to them in the Sale Agreement.

SERVICE

2. THIS COURT ORDERS that the manner of service of the Notice of Motion, the Motion Record and the Fourth Report is hereby validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

RESIDENCE TRANSACTION

3. THIS COURT ORDERS AND DECLARES that the Residence Transaction is hereby approved with such minor amendments as the Receiver and Purchaser may deem necessary. The Receiver is hereby authorized and directed to take such steps and execute such additional documents as may be necessary or desirable for the completion of the Residence Transaction and for the conveyance of the Residence Purchased Assets to the Purchaser or such transferee(s)

designated by the Purchaser, including the delivery and execution by the Receiver of any Ancillary Agreements requested by the Purchaser.

VESTING OF RESIDENCE ASSETS

4. THIS COURT ORDERS AND DECLARES that, other than in respect of the Remaining Residence Assets which, if so elected by the Purchaser, may be transferred by the Receiver to the Purchaser or such transferee(s) designated by the Purchaser after Closing in accordance with paragraph 7 below, upon the delivery of a Receiver's certificate to the Purchaser substantially in the form attached as **Schedule "A"** hereto (the "**Receiver's Certificate**"), all of the right, title and interest of the Debtors and any right, title and interest of Harvester to which the Crown may have rights in and to the Residence Purchased Assets described in the Sale Agreement (other than the Remaining Residence Assets, if elected by the Purchaser to be transferred after Closing) shall vest absolutely in the Purchaser or such transferee(s) designated by 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, encumbrances, title retention agreements, Excluded Contracts, judgments, adverse claims or interests, exceptions, reservations, easements, encroachments, servitudes, restrictions on use, any right of occupancy, any right of the Crown, any right or claim of specific performance, any matter capable of registration against title, options, rights of first refusal or similar rights, rights of pre-emption or privilege or any contract creating any of the foregoing (collectively, the "**Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created in these proceedings, including without limitation, by the Order of The Honourable Mr. Justice Hainey dated November 1, 2016, (as amended and restated by order of the Court dated December 20, 2016, and as may in the future be supplemented, amended or restated from time to time); (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on **Schedule "B"** hereto (all of which are collectively referred to as the "**Encumbrances**", which term shall not include the permitted encumbrances, easements and restrictive covenants listed on **Schedule "C"**) and, for greater certainty, this Court orders that all of the Encumbrances affecting or relating to the Residence Purchased Assets

(other than the Remaining Residence Assets, if elected by the Purchaser to be transferred after Closing) are hereby expunged and discharged as against the Residence Purchased Assets (other than the Remaining Residence Assets, if elected by the Purchaser to be transferred after Closing) *provided however* that nothing in this Order shall, nor be deemed to, restrict or vest out any rights of access or use that owners of units at the Hotel & Residence may have in respect of the Residence Purchased Assets, which rights of access and use shall continue on their existing terms.

5. THIS COURT ORDERS that, upon the registration in the Land Titles Division of the Toronto Land Registry Office (No. 66) of one or more Transfer(s)/Deed(s) in the form prescribed by the *Land Registration Reform Act* (each, a “**Transfer/Deed**”) of all or any portion of the Real Property identified in **Schedule “D”** hereto, duly executed by the Receiver (or deemed to be executed through electronic signature), the Land Registrar is hereby directed to enter the transferee named in any such Transfer/Deed as the owner of the applicable subject real property set out in such Transfer/Deed in fee simple, and is hereby directed to delete and expunge from title to the real property set out in each such Transfer/Deed all of the Claims listed in **Schedule “B”** hereto, including such further Claims as may have arisen and/or been registered against title to the Real Property as more particularly set out by way of solicitor’s statement or affidavit annexed to such Transfer/Deed (as contemplated by **Schedule “B”**).

6. THIS COURT ORDERS that upon the filing of the Receiver’s Certificate, the Receiver be and is hereby authorized, subject to the provisions of the Sale Agreement, to transfer the Waterous Net Proceeds as defined in the Sale Agreement to the Purchaser or such other person as designated by the Purchaser in writing.

REMAINING RESIDENCE ASSETS

7. THIS COURT ORDERS AND DIRECTS that in the event that the Purchaser elects to defer until after Closing the transfer of the Remaining Residence Assets (which, for certainty, is a portion of the Real Property identified in **Schedule “D”** hereto):

- (a) the Receiver is hereby authorized and directed to execute and deliver (i) a Transfer/Deed duly executed by the Receiver (or deemed to be executed through electronic signature) with respect to each residential condominium unit that forms

part of the Remaining Residence Assets (individually, a “**Residence Unit**”), and (ii) a bill of sale in respect of the right, title and interest of the Debtors and any right, title and interest of Harvester to which the Crown may have rights in and to the personal property located in or affixed to each Residence Unit (the “**Bill of Sale**”), in each case, in favor of such transferee for each Residence Unit as designated by the Purchaser in writing to the Receiver, as such Transfers/Deeds and Bills of Sale are requested from time to time by the Purchaser;

- (b) upon the registration in the Land Titles Division of the Toronto Land Registry Office (No. 66) of each Transfer/Deed duly executed by the Receiver (or deemed to be executed through electronic signature), (i) all of the right, title and interest of the Debtors and any right, title and interest of Harvester to which the Crown may have rights in and to the Residence Unit described in the Transfer/Deed and personal property located in or affixed to such Residence Unit shall vest absolutely in the transferee named in such Transfer/Deed free and clear of and from any and all Encumbrances, and (ii) the Land Registrar is hereby directed to enter the transferee(s) named in the Transfer/Deed as the owner of the subject Residence Unit set out in the Transfer/Deed in fee simple, and is hereby directed to delete and expunge from title to the subject Residence Unit all of the Claims listed in **Schedule “B”** hereto, including such further Claims as may have arisen and/or been registered against title to the Real Property as more particularly set out by way of solicitor’s statement or affidavit annexed to such Transfer/Deed (as contemplated by **Schedule “B”**);
- (c) if there are any Remaining Residence Assets that have not been transferred to the Purchaser or such transferee(s) designated by the Purchaser on or prior to the date which is ten (10) Business Days before the first anniversary of the granting of this Order, the Purchaser shall be deemed to have requested the transfer of the Remaining Residence Assets still held in the name of the Debtors to be transferred to it effective as of the first anniversary of the granting of this Order and:

- (i) the Receiver is hereby authorized and directed to execute and deliver (A) a Transfer/Deed duly executed by the Receiver (or deemed to be executed through electronic signature) with respect to all of such remaining Residence Units, and (B) a Bill of Sale in respect of the right, title and interest of the Debtors and any right, title and interest of Harvester to which the Crown may have rights in and to the personal property located in or affixed to all such Residence Units, in each case, in favour of the Purchaser; and

- (ii) upon the registration in the Land Titles Division of the Toronto Land Registry Office (No. 66) of such Transfer/Deed duly executed by the Receiver (or deemed to be executed through electronic signature), (A) all of the right, title and interest of the Debtors and any right, title and interest of Harvester to which the Crown may have rights in and to the Residence Units described in the Transfer/Deed and personal property located in or affixed to such Residence Units shall vest absolutely in the Purchaser free and clear of and from any and all Encumbrances, and (B) the Land Registrar is hereby directed to enter the Purchaser as the owner of the subject Residence Units set out in the Transfer/Deed in fee simple, and is hereby directed to delete and expunge from title to the subject Residence Units all of the Claims listed in Schedule "B" hereto, including such further Claims as may have arisen and/or been registered against title to the Real Property as more particularly set out by way of solicitor's statement or affidavit annexed to such Transfer/Deed (as contemplated by Schedule "B");

- (d) the Remaining Residence Assets shall be at the risk of the Purchaser and any and all costs (including, without limitation, all obligations to Toronto Standard Condominium Corporation No. 2279, all costs of insurance, realty taxes, or similar costs of ownership) incurred by the Debtors from and after Closing in respect of the Remaining Residence Assets remaining with Talon shall be to the account of the Purchaser. Subject to paragraph 7(a) above, the Receiver shall not be or deemed to be in possession or control of, be responsible for, or have any

obligations or liability whatsoever to any person in respect of the Remaining Residence Assets pending transfer to the Purchaser or such transferee(s) designated by the Purchaser. For greater certainty, the Receiver's sole obligation in respect of the Remaining Residence Assets is the execution and delivery of the Transfer(s)/Deed(s) and Bill(s) of Sale as contemplated by paragraph 7(a) of this Order; and

- (e) immediately after all of the Remaining Residence Assets have been transferred by the Receiver to the Purchaser or such transferee(s) as designated by the Purchaser, the Receiver will deliver to the Purchaser the certificate substantially in the form attached as **Schedule "E"** hereto ("**Receiver's Final Residence Closing Certificate**").

8. THIS COURT ORDERS that, without in any way limiting paragraphs 4 and 7(b) of this Order, the Purchaser shall not assume or be deemed to have assumed or be liable to perform any obligations in respect of the Excluded Assets (as defined in the Sale Agreement, which include without limitation, any Unit Purchase and Sale Agreements), no rights in respect of or pursuant to any Excluded Assets are or have been assigned to the Purchaser or such transferee(s) designated by the Purchaser, and no party to any Excluded Asset shall have any right, title or Claim, including for greater certainty a claim or right of specific performance, as against the Residence Purchased Assets, the Purchaser or such transferee(s) designated by the Purchaser.

9. THIS COURT ORDERS AND DIRECTS the Receiver to file with the Court a copy of the Receiver's Certificate and the Receiver's Final Residence Closing Certificate, if applicable, forthwith after delivery thereof.

10. THIS COURT ORDERS that the Receiver may rely on written notice from the Purchaser or its counsel regarding the fulfilment of conditions to closing under the Sale Agreement and shall incur no liability with respect to the delivery of the Receiver's Certificate and the Receiver's Final Residence Closing Certificate, if applicable.

MISCELLANEOUS

11. THIS COURT ORDERS AND DIRECTS that the Debtors shall forthwith advise the Purchaser of the existence of all Books and Records in the possession of the Debtors or that are

reasonably within the Debtors' control. From and after Closing, at the request of the Purchaser, the Debtors shall (i) provide to the Purchaser or permit the Purchaser to make, retain and take away copies of any Books and Records, at the Purchaser's sole expense, and (ii) grant the Purchaser unfettered access to and use of accounting, computer, software, and physical facilities relating thereto to be arranged on reasonable terms at no cost to the Purchaser.

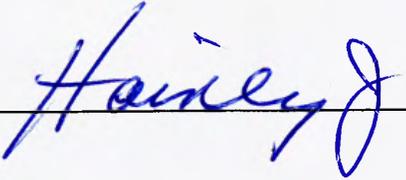
12. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any application(s) for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of a Debtor and any bankruptcy order issued pursuant to any such applications;
- (c) any application(s) for an order now or hereafter issued pursuant to the *Companies' Creditors Arrangement Act* in respect of a Debtor and any order issued pursuant to such application; and
- (d) any assignment in bankruptcy made in respect of a Debtor;

the vesting of the Residence Purchased Assets in the Purchaser or such transferee(s) designated by the Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy, monitor or receiver that may be appointed in respect of any Debtor and shall not be void or voidable by creditors of any Debtor, 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.

13. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this

Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.



ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

MAR 30 2017

PER / PAR: 

Schedule A – Form of Receiver’s Certificate

Court File No. CV-16-11573-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

B E T W E E N:

JCF CAPITAL ULC

Applicant

and

**TALON INTERNATIONAL INC., MIDLAND DEVELOPMENT INC., 1456253
ONTARIO INC., 2025401 ONTARIO LIMITED, BARREL TOWER HOLDINGS INC.,
HARVESTER DEVELOPMENTS INC., TALON INTERNATIONAL DEVELOPMENT
INC., TFB INC., 2263847 ONTARIO LIMITED AND 2270039 ONTARIO LIMITED**

Respondents

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

**RECEIVER’S CERTIFICATE -
RESIDENCE TRANSACTION**

RECITALS

A. Pursuant to an Order of The Honourable Mr. Justice Hainey of the Ontario Superior Court of Justice (the "**Court**") dated November 1st, 2016 (as amended and restated by order of the Court dated December 20, 2016, and as may in the future be supplemented, amended or restated from time to time), FTI Consulting Canada Inc. was appointed as the receiver (the

"Receiver") of certain of the undertakings, properties and assets and legal and beneficial ownership interests of Talon International Inc., Midland Development Inc., 1456253 Ontario Inc., 2025401 Ontario Limited, Barrel Tower Holdings Inc., Harvester Developments Inc. ("Harvester"), Talon International Development Inc., TFB Inc., 2263847 Ontario Limited, and 2270039 Ontario Limited (collectively, the "Debtors") comprising, acquired for, or used in relation to the condominium residence and hotel branded as the Trump International Hotel & Tower and Trump Residences located at 311 and 325 Bay Street, Toronto, Ontario

B. Pursuant to an Order of the Court dated March 30, 2017, the Court approved the agreement of purchase and sale made as of December 21, 2016, as amended (the "Sale Agreement") between the Receiver and JCF Capital ULC (the "Purchaser") and provided for the vesting in the Purchaser, or such transferee(s) designated by the Purchaser, the right, title and interest of the Debtors and any interest held by Harvester to which the Crown may have rights, in and to the Residence Purchased Assets, which vesting is to be effective with respect to the Residence Purchased Assets (other than the Remaining Residence Assets if so elected by the Purchaser to be transferred after Closing) upon the delivery by the Receiver to the Purchaser of a certificate confirming (i) the satisfaction by the Purchaser of the Purchase Price allocated in respect of the Residence Purchased Assets (other than the Remaining Residence Assets if so elected by the Purchaser to be transferred after Closing); (ii) that the conditions to Closing as set out in the Sale Agreement have been satisfied or waived by the Receiver and the Purchaser; and (iii) the Residence Transaction has been completed to the satisfaction of the Receiver.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has elected to defer until after Closing the transfer of the Remaining Residence Assets;
2. The Purchaser has satisfied the Purchase Price allocated in respect of the Residence Purchased Assets (other than the Remaining Residence Assets) 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 Receiver and the Purchaser; and
4. The Residence Transaction has been completed to the satisfaction of the Receiver.

This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

FTI Consulting Canada Inc., in its capacity as Receiver of certain of the undertakings, properties and assets of Talon International Inc., Midland Development Inc., 1456253 Ontario Inc., 2025401 Ontario Limited, Barrel Tower Holdings Inc., Harvester Developments Inc., TFB Inc., 2263847 Ontario Limited, Talon International Development Inc., and 2270039 Ontario Limited comprising, acquired for, or used in relation to the condominium residence and hotel branded as the Trump International Hotel & Tower and Trump Residences located at 311 and 325 Bay Street, Toronto, Ontario, and not in its personal capacity

Per: _____
Name:
Title:

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

1. Instrument No. AT1599258, registered on October 9, 2007, is a charge/mortgage given by Talon International Inc. (“**Talon**”), as chargor, in favour of BNY Trust Company of Canada (“**BNY**”), as chargee, in the original principal amount of \$400,000,000, payable on demand;
2. Instrument No. AT1599259, registered on October 9, 2007, is a notice of assignment of rents – general given by Talon, as assignor, in favour of BNY, as assignee;
3. Instrument No. AT1599260, registered on October 9, 2007, is a charge/mortgage given by Talon, as chargor, in favour of Midland Resources Holding Limited (“**Midland**”), as chargee, in the original principal amount of \$200,000,000, payable on demand;
4. Instrument No. AT1614823, registered on October 26, 2007, is a charge/mortgage given by Talon, as chargor, in favour of Lombard General Insurance Company of Canada (“**Lombard**”), as chargee, in the original principal amount of \$75,000,000, payable on demand;
5. Instrument No. AT1614824, registered on October 26, 2007, is a postponement of interest given by Midland in favour of Lombard, postponing charge/mortgage No. AT1599260 to charge/mortgage No. AT1614823;
6. Instrument No. AT2050987, registered on April 20, 2009, is a postponement of interest given by BNY in favour of the City of Toronto (the “**City**”), postponing charge/mortgage No. AT1599258 to notice No. AT2050578;
7. Instrument No. AT2050988, registered on April 20, 2009, is a postponement of interest given by BNY in favour of the City, postponing charge/mortgage No. AT1599259 to notice No. AT2050578;
8. Instrument No. AT2050989, registered on April 20, 2009, is a postponement of interest given by Midland in favour of the City, postponing charge/mortgage No. AT1599260 to notice No. AT2050578;
9. Instrument No. AT2050990, registered on April 20, 2009, is a postponement of interest given by Lombard in favour of the City, postponing charge/mortgage No. AT1614823 to notice No. AT2050578;
10. Instrument No. AT3155593, registered on October 19, 2012, is a postponement of interest given by Midland in favour of SP1 Nominee Inc., SP Nominee Inc. and Talon (collectively, “**Scotia Plaza**”), postponing charge/mortgage No. AT1599260 to notice No. AT3045037;

11. Instrument No. AT3155657, registered on October 19, 2012, is a postponement of interest given by Northbridge General Insurance Corporation in favour of Scotia Plaza, postponing charge/mortgage No. AT1614823 to notice No. AT3045037;
12. Instrument No. AT3156473, registered on October 19, 2012, is a transfer of charge given by BNY, as assignor, in favour of Computershare Trust Company of Canada (“**Computershare**”), as assignee, with respect to charge/mortgage No. AT1599258;
13. Instrument No. AT3156498, registered on October 19, 2012, is a notice of assignment of assignment of rents – general given by BNY, as assignor, in favour of Computershare, as assignee;
14. Instrument No. AT3156688, registered on October 19, 2012, is a postponement of interest given by Computershare in favour of Scotia Plaza, postponing Instrument Nos. AT1599258, AT1599259, AT3156473, AT3156498 to notice No. AT3045037;
15. Instrument No. AT4502771, registered on March 3, 2017, is an application to register court order (receivership); and
16. Together with such further Claims as may arise and/or be registered against title to the Real Property up to and including the time of closing of the Residence Transaction or, with respect to the Remaining Residence Assets, up to and including the time of registration of the applicable Transfer/Deed (as set out in more detail by way of solicitor's statement or affidavit annexed to the Transfer/Deed of the applicable Real Property).

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

(unaffected by the Vesting Order)

1. Instrument No. 63BA1120, registered January 6, 1978, is a *Boundaries Act* plan.
2. Instrument No. AT944480, registered October 7, 2005, is a notice of Section 37 agreement with the City of Toronto (the “**City**”).
3. Instrument No. AT1670733, registered December 21, 2007, is a notice of site plan agreement with the City.
4. Instrument No. AT2050578, registered April 20, 2009 is a notice of encroachment agreement with the City.
5. Instrument No. AT2604403, registered January 21, 2011, is a transfer of easement in favour of Rogers Communications Inc.
6. Instrument No. AT3045037, registered June 14, 2012, is a notice of easement agreement between SP1 Nominee Inc., SP Nominee Inc. and Talon International Inc. (“**Talon**”).
7. Instrument No. AT3195529, registered December 12, 2012, is a notice of reciprocal agreement between Talon, Trump Toronto Hotel Management Inc. and Toronto Standard Condominium Corporation No. 2267.
8. Instrument No. TCP2279, registered December 13, 2012, is Toronto standard condominium plan No. 2279.
9. Instrument No. AT3197446, registered December 13, 2012, is the residential condominium declaration.
10. Instrument No. AT3232772, registered February 6, 2013, is the residential condominium by-law No. 1.
11. Instrument No. AT3232781, registered February 6, 2013, is the residential condominium by-law No. 2.
12. Instrument No. AT3232787, registered February 6, 2013, is a notice of agreement between Talon and Toronto Standard Condominium Corporation No. 2279.
13. Instrument No. AT3478736, registered December 13, 2013, is a Land Registrar’s order to amend the ownership field on PIN 76279-0246 (LT).

Schedule D – List of Residence Units

RESIDENCE REAL PROPERTY

PART A – LOCKER UNITS

76279-0002 (LT)

UNIT 1, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0003 (LT)

UNIT 2, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0004 (LT)

UNIT 3, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0005 (LT)

UNIT 4, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0009 (LT)

UNIT 8, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0011 (LT)

UNIT 10, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0014 (LT)

UNIT 13, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0015 (LT)

UNIT 14, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0016 (LT)

UNIT 15, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0017 (LT)

UNIT 16, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0018 (LT)

UNIT 17, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0023 (LT)

UNIT 22, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0024 (LT)

UNIT 23, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0025 (LT)

UNIT 24, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0028 (LT)

UNIT 27, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0029 (LT)

UNIT 28, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0032 (LT)

UNIT 31, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0034 (LT)

UNIT 33, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0035 (LT)

UNIT 34, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0036 (LT)

UNIT 35, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0037 (LT)

UNIT 36, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0039 (LT)

UNIT 38, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0042 (LT)

UNIT 41, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0043 (LT)

UNIT 42, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0044 (LT)

UNIT 43, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0045 (LT)

UNIT 44, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0046 (LT)

UNIT 45, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0047 (LT)

UNIT 46, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0048 (LT)

UNIT 47, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0049 (LT)

UNIT 48 LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0050 (LT)

UNIT 49, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0052 (LT)

UNIT 51, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0053 (LT)

UNIT 52, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0055 (LT)

UNIT 54, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0056 (LT)

UNIT 55, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0057 (LT)

UNIT 56, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0059 (LT)

UNIT 58, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0062 (LT)

UNIT 61, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0063 (LT)

UNIT 62, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0065 (LT)

UNIT 64, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0067 (LT)

UNIT 66, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0070 (LT)

UNIT 69, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0072 (LT)

UNIT 71, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0074 (LT)

UNIT 73, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0078 (LT)

UNIT 77, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0079 (LT)

UNIT 78, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0080 (LT)

UNIT 79, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0081 (LT)

UNIT 80, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0082 (LT)

UNIT 81, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0084 (LT)

UNIT 83, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0085 (LT)

UNIT 84, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0086 (LT)

UNIT 85, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0087 (LT)

UNIT 86, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0088 (LT)

UNIT 87, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0089 (LT)

UNIT 88, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0091 (LT)

UNIT 90, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0092 (LT)

UNIT 91, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0095 (LT)

UNIT 94, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0096 (LT)

UNIT 95, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0097 (LT)

UNIT 96, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0099 (LT)

UNIT 98, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0100 (LT)

UNIT 99, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0101 (LT)

UNIT 100, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0103 (LT)

UNIT 102, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0105 (LT)

UNIT 104, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0107 (LT)

UNIT 106, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0110 (LT)

UNIT 109 LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0111 (LT)

UNIT 110, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0112 (LT)

UNIT 111, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0114 (LT)

UNIT 113, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0117 (LT)

UNIT 116, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0118 (LT)

UNIT 117, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0119 (LT)

UNIT 118, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0120 (LT)

UNIT 119, LEVEL 4, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

PART B – RESIDENTIAL UNITS

76279-0121 (LT)

UNIT 1, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0122 (LT)

UNIT 2, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0123 (LT)

UNIT 3, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0125 (LT)

UNIT 5, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0126 (LT)

UNIT 6, LEVEL 5, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0127 (LT)

UNIT 1, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0128 (LT)

UNIT 2, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0129 (LT)

UNIT 3, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0130 (LT)

UNIT 4, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0131 (LT)

UNIT 5, LEVEL 6, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0133 (LT)

UNIT 1, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0134 (LT)

UNIT 2, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0135 (LT)

UNIT 3, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0136 (LT)

UNIT 4, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0137 (LT)

UNIT 5, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0138 (LT)

UNIT 6, LEVEL 7, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0139 (LT)

UNIT 1, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0140 (LT)

UNIT 2, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0141 (LT)

UNIT 3, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0142 (LT)

UNIT 4, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0143 (LT)

UNIT 5, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0144 (LT)

UNIT 6, LEVEL 8, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0146 (LT)

UNIT 2, LEVEL 9, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0147 (LT)

UNIT 3, LEVEL 9, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0148 (LT)

UNIT 4, LEVEL 9, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0149 (LT)

UNIT 5, LEVEL 9, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0150 (LT)

UNIT 6, LEVEL 9, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0151 (LT)

UNIT 1, LEVEL 10, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0152 (LT)

UNIT 2, LEVEL 10, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0153 (LT)

UNIT 3, LEVEL 10, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0155 (LT)

UNIT 5, LEVEL 10, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0156 (LT)

UNIT 6, LEVEL 10, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0157 (LT)

UNIT 1, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0158 (LT)

UNIT 2, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0159 (LT)

UNIT 3, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0160 (LT)

UNIT 4, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0161 (LT)

UNIT 5, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0162 (LT)

UNIT 6, LEVEL 11, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0163 (LT)

UNIT 1, LEVEL 12, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0164 (LT)

UNIT 2, LEVEL 12, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0165 (LT)

UNIT 3, LEVEL 12, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0166 (LT)

UNIT 4, LEVEL 12, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0167 (LT)

UNIT 5, LEVEL 12, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0168 (LT)

UNIT 6, LEVEL 12, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0181 (LT)

UNIT 1, LEVEL 15, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0183 (LT)

UNIT 3, LEVEL 15, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0190 (LT)

UNIT 4, LEVEL 16, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0192 (LT)

UNIT 6, LEVEL 16, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0194 (LT)

UNIT 2, LEVEL 17, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0195 (LT)

UNIT 3, LEVEL 17, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0198 (LT)

UNIT 6, LEVEL 17, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0200 (LT)

UNIT 2, LEVEL 18, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0202 (LT)

UNIT 4, LEVEL 18, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0203 (LT)

UNIT 5, LEVEL 18, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0205 (LT)

UNIT 1, LEVEL 19, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0206 (LT)

UNIT 2, LEVEL 19, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0208 (LT)

UNIT 4, LEVEL 19, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0212 (LT)

UNIT 2, LEVEL 20, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0218 (LT)

UNIT 4, LEVEL 21, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0219 (LT)

UNIT 1, LEVEL 22, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0221 (LT)

UNIT 3, LEVEL 22, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0223 (LT)

UNIT 1, LEVEL 23, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0225 (LT)

UNIT 3, LEVEL 23, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0226 (LT)

UNIT 4, LEVEL 23, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0227 (LT)

UNIT 1, LEVEL 24, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0228 (LT)

UNIT 2, LEVEL 24, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0229 (LT)

UNIT 3, LEVEL 24, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0231 (LT)

UNIT 1, LEVEL 25, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0233 (LT)

UNIT 3, LEVEL 25, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0235 (LT)

UNIT 1, LEVEL 26, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0236 (LT)

UNIT 2 LEVEL 26, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0237 (LT)

UNIT 1, LEVEL 27, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0238 (LT)

UNIT 2, LEVEL 27, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

PART C – COMMUNICATIONS CONTROL UNITS

76279-0239 (LT)

UNIT 1, LEVEL 28, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0242 (LT)

UNIT 1, LEVEL 30, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0243 (LT)

UNIT 1, LEVEL 31, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

76279-0244 (LT)

UNIT 2, LEVEL 31, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

PART D – SHUTTLE ELEVATOR UNIT

76279-0246 (LT)

UNIT 2, LEVEL A, TORONTO STANDARD CONDOMINIUM PLAN NO. 2279 AND ITS APPURTENANT INTEREST; SUBJECT TO AND TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN AT3197446; CITY OF TORONTO

Schedule E – Form of Receiver’s Final Residence Closing Certificate

Court File No. CV-16-11573-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN:

JCF CAPITAL ULC

Applicant

and

**TALON INTERNATIONAL INC., MIDLAND DEVELOPMENT INC., 1456253
ONTARIO INC., 2025401 ONTARIO LIMITED, BARREL TOWER HOLDINGS
INC., HARVESTER DEVELOPMENTS INC., TALON INTERNATIONAL
DEVELOPMENT INC., TFB INC., 2263847 ONTARIO LIMITED AND 2270039
ONTARIO LIMITED**

Respondents

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

RECEIVER’S FINAL RESIDENCE CLOSING CERTIFICATE

RECITALS

A. Pursuant to an Order of The Honourable Mr. Justice Hailey of the Ontario Superior Court of Justice (the "**Court**") dated November 1, 2016 (as amended and restated by order of the Court dated December 20, 2016, and as may in the future be supplemented, amended or restated from time to time), FTI Consulting Canada Inc. was appointed as the receiver (the "**Receiver**") of certain of the undertakings, properties and assets and legal and beneficial ownership interests of Talon International Inc., Midland Development Inc., 1456253 Ontario Inc., 2025401 Ontario Limited, Barrel Tower Holdings Inc., Harvester Developments Inc., TFB Inc., 2263847 Ontario Limited, Talon International Development Inc., and 2270039 Ontario Limited (collectively, the "**Debtors**") comprising, acquired for, or used in relation to the condominium residence and hotel branded as the Trump International Hotel & Tower and Trump Residences located at 311 and 325 Bay Street, Toronto, Ontario

B. Pursuant to an Order of the Court dated March 30, 2017, the Court approved the agreement of purchase and sale made as of December 21, 2016 (as amended, the "**Sale Agreement**") between the Receiver and JCF Capital ULC (the "**Purchaser**") and provided that, if the Purchaser elected to defer the transfer of the Remaining Residence Assets to such date after the Closing, the Receiver would deliver a certificate confirming (i) the satisfaction by the Purchaser of the Purchase Price allocated in respect of the Remaining Residence Assets on the applicable Remaining Residence Closing Date, and (ii) all of the Remaining Residence Assets have been transferred by the Receiver to the Purchaser or such transferee(s) as designated by the Purchaser.

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

THE RECEIVER CERTIFIES the following:

1. The Purchaser has satisfied the Purchase Price for the Remaining Residence Assets payable on the applicable Remaining Residence Closing Date pursuant to the Sale Agreement.

2. All of the Remaining Residence Assets have been transferred by the Receiver to the Purchaser or such transferee(s) as designated by the Purchaser;

This Certificate was delivered by the Receiver at _____ [TIME] on _____ [DATE].

FTI Consulting Canada Inc., in its capacity as Receiver of certain of the undertakings, properties and assets of Talon International Inc., Midland Development Inc., 1456253 Ontario Inc., 2025401 Ontario Limited, Barrel Tower Holdings Inc., Harvester Developments Inc., TFB Inc., 2263847 Ontario Limited, Talon International Development Inc., and 2270039 Ontario Limited comprising, acquired for, or used in relation to the condominium residence and hotel branded as the Trump International Hotel & Tower and Trump Residences located at 311 and 325 Bay Street, Toronto, Ontario, and not in its personal capacity

Name:

Title:

10:00A.M.
COUNSEL SLIP

H

COURT FILE NO CV-16-11573-00cl

DATE MAR 30, 2017

NO ON LIST 5

TITLE OF PROCEEDING

JCF CAPITAL ULC
v TALON INTERNATIONAL INC

COUNSEL FOR:
PLAINTIFF(S)
APPLICANT(S)
PETITIONER(S)

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+ M. Sassi
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RESPONDENT(S)

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JCF CAPITAL ULC

- and -

TALON INTERNATIONAL INC., MIDLAND DEVELOPMENT INC., 1456253 ONTARIO INC., 2025401 ONTARIO LIMITED, BARREL TOWER HOLDINGS INC., HARVESTER DEVELOPMENTS INC., TALON INTERNATIONAL DEVELOPMENT INC., TFB INC., 2263847 ONTARIO LIMITED AND 2270039 ONTARIO LIMITED

Applicants

Respondents

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

ONTARIO

SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDINGS COMMENCED AT TORONTO

RESIDENCE VESTING ORDER

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