

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

THE HONOURABLE ) TUESDAY, THE 28TH  
JUSTICE *HAINES* )  
DAY OF AUGUST, 2018

IN THE MATTER OF THE *TRUSTEE ACT*, R.S.O. 1990, c. T.23

IN THE MATTER OF AN APPLICATION FOR DIRECTIONS BY BRATTYS LLP  
REGARDING THE DEPOSIT TRUST AGREEMENT BETWEEN BRATTY &  
PARTNERS, LLP, THE GUARANTEE COMPANY OF NORTH AMERICA AND  
1772521 ONTARIO INC. DATED DECEMBER 22, 2009

- and -

IN THE MATTER OF THE *PERSONAL PROPERTY SECURITY ACT*,  
R.S.O. 1990, c. P.10, AS AMENDED

BETWEEN:

THE GUARANTEE COMPANY OF NORTH AMERICA

Applicant

- and -

1772521 ONTARIO INC., 1745932 ONTARIO INC., 1762939 ONTARIO INC., 1764204  
ONTARIO INC., 1764205 ONTARIO INC., CENTRUST GROUP INC., YO SUP LEE  
(A.K.A. JOSEPH LEE), JUNG YUN CHO, MEERAI CHO, ROMSPEN INVESTMENT  
CORPORATION, MURRAY & CO. and BRATTYS LLP

Respondent

CLAIMS PROCESS ORDER

THIS MOTION, made by Murray & Co. ("Murray") for an Order, among other things, establishing a procedure (the "**Claims Process**") for the identification, and in some cases, determination, of claims in respect of 1772521 Ontario Inc., 1745932 Ontario Inc., 1762939

Ontario Inc., 1764204 Ontario Inc., 1764205 Ontario Inc., Centrust Group Inc. (collectively, the “**Centrust Parties**”), and Tarion Warranty Corporation (“**Tarion**”) and authorizing payment to Murray of any surplus funds pursuant to the Claims Process, in accordance with the provisions hereof, was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Notice of Motion and the Affidavit of David Wiseman, affirmed August 27, 2018, filed.

**ON HEARING** the submissions of counsel for Murray, Tarion and The Guarantee Company of North America (“**GCNA**”),

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

2. **THIS COURT ORDERS** that the Claims Process will be governed by this Order.

3. **THIS COURT ORDERS** that, for the purposes of the Claims Process, the following terms shall have the following meanings:

- (a) “**Bond**” means the Tarion Warranty Corporation Bond, being bond number TM900235 dated December 22, 2009 issued by GCNA in favour of Tarion;
- (b) “**Business Day**” means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;
- (c) “**Centrium Project**” means the multi-use condominium complex that was to have been constructed by the Centrust Parties at 5220-5254 Yonge Street, Toronto, Ontario, and which was marketed as “Centrium at North York”;
- (d) “**Cho List**” means the list of individuals who, according to the trust ledgers of Meerai Cho, paid her a Deposit in connection with a pre-construction agreement of purchase and sale for a residential condominium unit in the Centrium Project, and who have not received a return of such Deposit or a payment from Tarion in respect thereof, being those individuals listed in Schedule A hereto;
- (e) “**Claimant**” means a Person asserting a Tarion Claim;
- (f) “**Claims Officer**” means Link & Associates Inc., appointed by the Court pursuant to paragraph 5 of this Order;



- (g) **"Claims Officer Engagement Letter"** means the agreement pursuant to which Murray has engaged the Claims Officer to provide the services referenced therein;
- (h) **"Claims Package"** means the document package which shall be disseminated by the Claims Officer to any potential Claimant in accordance with the terms of this Order and shall consist of a copy of this Order (without schedules) and such other materials as the Claims Officer may consider appropriate;
- (i) **"Court"** means the Ontario Superior Court of Justice (Commercial List);
- (j) **"Claims Process"** means the procedures outlined in this Order in connection with the identification and, in some cases, determination, of Tarion Claims;
- (k) **"Deposit"** means a deposit made by any Person in respect of a pre-construction agreement of purchase and sale for a residential condominium unit in the Centrium Project;
- (l) **"Dispute Notice"** means a written notice to the Claims Officer, substantially in the form approved by the Claims Officer, delivered to the Claims Officer by a Claimant who has received a Notice of Disallowance, of such Claimant's intention to dispute such Notice of Disallowance and provide further evidence to support its alleged Tarion Claim;
- (m) **"Disputed Tarion Claim"** means a Tarion Claim submitted by a Claimant that is the subject of a Dispute Notice that is: (i) filed in accordance with the requirements of this Order; and (ii) not settled by the Claimant and Tarion or resolved in accordance with the procedures provided for in the ONHWP Act and Regulations;
- (n) **"Excluded Claim"** means any Tarion Claim of any Person in connection with a Deposit paid (a) for which Brattys LLP has previously refunded the Deposit, including the Deposits listed on Schedule B hereto; or (b) for which Tarion has already paid a Tarion Claim in connection with the subject unit or Deposit under the ONHWP Act and Regulations, including the Deposits listed in Schedule C hereto;
- (o) **"Funds"** shall mean the funds held in trust by Borden Ladner Gervais LLP ("BLG") pursuant to the Order of Justice Penny dated November 28, 2014, which as of August 20, 2018 totalled \$973,631.35;
- (p) **"Notice of Disallowance"** means the notice, in a form acceptable to the Claims Officer, advising a Claimant that the Claims Officer has revised or rejected all or part of such Claimant's filed Tarion Claim as set out in the Proof of Claim;

- (q) **"Notice to Claimants"** means the notice for publication by the Claims Officer as described in paragraph 15 herein, substantially in the form attached as Schedule D hereto;
- (r) **"Order"** means this Claims Procedure Order;
- (s) **"Person"** means any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust (including a real estate investment trust), unincorporated organization, joint venture, government or any agency or instrumentality thereof or any other entity;
- (t) **"Proof of Claim"** means the proof of claim referred to herein to be filed by Claimants in respect of alleged Tarion Claims, substantially in the form attached as Schedule E hereto, which shall include all supporting documentation in respect of such alleged Tarion Claim;
- (u) **"Proof of Claim Instruction Letter"** means the letter containing instructions for completing the Proof of Claim form, substantially in the form attached as Schedule F hereto;
- (v) **"Proven Tarion Claim"** means a Tarion Claim (i) that is accepted (in whole or in part) by Tarion; (ii) in respect of which a Notice of Disallowance has been issued and where the time for filing a Dispute Notice has passed without a Dispute Notice being filed; or (iii) in respect of which any Dispute Notice has been resolved either by agreement with Tarion or by the Court;
- (w) **"Tarion Claim"** means any right or claim of any Person against Tarion under the *Ontario New Home Warranties Plan Act*, R.S.O. 1990, c. O.31, as amended (the **"ONHWP Act"**), and the regulations promulgated thereunder (such regulations, together with the ONHWP Act, the **"ONHWP Act and Regulations"**), whether or not asserted, in respect of a pre-construction agreement of purchase and sale for a residential condominium unit in the Centrium Project; provided, however, that no Excluded Claim shall in any case be considered a **"Tarion Claim"**; and
- (x) **"Tarion Claims Bar Date"** means 5:00 p.m. (Toronto time) on Monday, October 29, 2018;

4. **THIS COURT ORDERS** that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein, and any reference to an event occurring on a day that is not a Business Day shall mean the next following day that is a Business Day.



## CLAIMS OFFICER AND ROLE

5. **THIS COURT ORDERS** that Link & Associates Inc. be and is hereby appointed as Claims Officer in accordance with the terms of the Claims Officer Engagement Letter, with the rights, duties, powers and authorities specified in this Order, for the purpose of administering the Claims Process described herein.

6. **THIS COURT ORDERS** that the Claims Officer shall be entitled to the benefit of and is hereby granted a charge (the “**Claims Officer Charge**”) on the Funds to the extent such Funds are released to Goodmans LLP pursuant to paragraph 29 herein, which Claims Officer Charge shall not exceed \$20,000. The fees and reasonable expenses of the Claims Officer payable to the Claims Officer pursuant to the Claims Officer Engagement Letter shall be entitled to the benefit of the Claims Officer Charge.

7. **THIS COURT ORDERS** that the Claims Officer is hereby empowered and authorized, but not obligated, where the Claims Officer considers it necessary or desirable in furtherance of the Claims Process, (i) to obtain a copy of the books and records of the Centrust Parties related in any way to the sale of residential condominium units in the Project; and (ii) to retain independent legal counsel to assist the Claims Officer in administering the Claims Process.

8. **THIS COURT ORDERS** that the Claims Officer is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any forms delivered hereunder are completed and executed and the time in which they are submitted, and may, where the Claims Officer is satisfied that a Tarion Claim has been adequately proven, waive strict compliance with the requirements of this Order, including in respect of the completion, execution and time of delivery of such forms.

9. **THIS COURT ORDERS** that the Claims Officer (i) shall have all of the protections given to it by this Order, or as an officer of the Court, including without limitation the protections in paragraph 10 below; (ii) shall incur no liability or obligation as a result of the carrying out of the provisions of this Order, other than in respect of its gross negligence or wilful misconduct; (iii) shall be entitled to rely on the books and records of the Centrust Parties and any information provided by the Centrust Parties, all without independent investigation; (iv) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records

or information; and (v) may seek such assistance as may be reasonably required to carry out its duties and obligations pursuant to this Order from the Centrust Parties, Murray, GCNA and Tarion, including, without limitation, making such inquiries and obtaining such records and information as it deems appropriate in connection with the Claims Process but for greater certainty shall not take direction from the Centrust Parties.

10. **THIS COURT ORDERS** that no proceeding or process in any Court or tribunal (each, a “**Proceeding**”) shall be commenced or continued against the Claims Officer except with the written consent of the Claims Officer or with leave of this Court on seven (7) days’ notice to the Claims Officer.

11. **THIS COURT ORDERS** that the Centrust Parties, Tarion, GCNA, Meera Cho and Brattys LLP, and their current and former shareholders, Officers, Directors, partners, employees, agents and representatives shall fully cooperate with the Claims Officer in the exercise of its powers and discharge of its duties and obligations under this Order, including, but not limited to, provide documents relating to the Centrust Parties reasonably requested by the Claims Officer from time to time.

#### **TARION AND GCNA**

12. **THIS COURT ORDERS** that neither Tarion nor GCNA shall incur any liability or obligation as a result of the carrying out of the provisions of this Order, other than in respect of any gross negligence or wilful misconduct on its part, and that no Proceeding shall be commenced or continued against either Tarion or GCNA in connection with the carrying out of the provisions of this Order except with the written consent of Tarion or GCNA, as applicable, or with leave of this Court on seven (7) days’ notice to Tarion or GCNA (as applicable).

13. **THIS COURT ORDERS** that, from and after the date hereof, GCNA shall neither charge nor collect any premiums, administration fees or interest in connection with the Bond or the making of any payments under the Bond, however, BLG shall be entitled to deduct from the Funds its reasonable fees and disbursements incurred after August 20, 2018 (the “**Additional BLG Fees**”) with regard to the obtaining and implementation of the Order until the release by BLG of the Funds in accordance with the terms of this Order subject to Murray’s review and consent, acting reasonably.



## NOTICE TO CLAIMANTS

14. **THIS COURT ORDERS** that, as soon as practicable, but no later than 5:00 p.m. on September 12, 2018, the Claims Officer shall cause a Claims Package to be mailed, by registered mail, to each party that appears on the Cho List.

15. **THIS COURT ORDERS** that the Claims Officer shall cause the Notice to Claimants to be published in English, for one (1) Business Day, in (i) The Globe and Mail (National Edition), (ii) the Sing Tao Daily (Toronto Edition), and (iii) the Korea Times (Toronto Edition), all to be completed by no later than September 12, 2018.

16. **THIS COURT ORDERS** that, to the extent any Claimant requests documents or information relating to the Claims Process prior to the Tarion Claims Bar Date or if the Claims Officer becomes aware of any further potential Tarion Claims, the Claims Officer shall forthwith send such Claimant a Claims Package or otherwise respond to the request for documents or information as the Claims Officer may consider appropriate in the circumstances.

17. **THIS COURT ORDERS** that, immediately upon receipt by the Claims Officer of a Proof of Claim or a Dispute Notice relating to a Tarion Claim, the Claims Officer shall send a copy thereof to each of Tarion, GCNA and Murray.

18. **THIS COURT ORDERS** that the forms of Notice to Claimants, Proof of Claim Instruction Letter, Proof of Claim, Notice of Disallowance and Dispute Notice are hereby approved. Notwithstanding the foregoing, the Claims Officer may, from time to time, make minor non-substantive changes to the forms as the Claims Officer, in its sole discretion, may consider necessary or desirable.

19. **THIS COURT ORDERS** that the mailing of the Claims Package to the Cho List and the publication of the Notice to Claimants, in accordance with this Order, and the completion of the other requirements of this Order, shall constitute good and sufficient service and delivery of notice of this Order and the Tarion Claims Bar Date on all Persons who may be entitled to receive notice and who may wish to assert a Tarion Claim, and no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Order.

## **TARION CLAIMS BAR DATE**

20. **THIS COURT ORDERS** that any Claimant that does not file a Proof of Claim in respect of a Tarion Claim so that such Proof of Claim is received by the Claims Officer on or before the Tarion Claims Bar Date, or such later date as the Court may direct, be and is hereby forever barred, estopped and enjoined from asserting or enforcing any such Claim(s) against any of Tarion, GCNA or Murray (and their respective professional advisors), and all such Claim(s), if any, against Tarion, GCNA or Murray (and their respective professional advisors) shall be forever extinguished. For greater certainty, nothing in this Order shall (a) limit or restrict the ability of a Claimant to take steps to recover the full amount of their Tarion Claim from any of the Centrust Parties, Meera Cho or any party other than Tarion, GCNA or Murray (and their professional advisors); or (b) detract from or in any way alter the limitation of Tarion's liability contained in ONHWP Act and Regulations.

## **REVIEW OF PROOFS OF CLAIM**

21. **THIS COURT ORDERS** that Tarion shall review all Proofs of Claim relating to Tarion Claims that are sent to Tarion by the Claims Officer and shall, on or before the date that is forty-five days after the Tarion Claims Bar Date accept, revise or reject each Tarion Claim in accordance with Tarion's ordinary claims review procedures and shall share its conclusions with the Claims Officer, GCNA and Murray; provided, however, that Tarion shall have the right, but not the obligation, to consult with the Claims Officer, GCNA and Murray during its review of Tarion Claims.

22. **THIS COURT ORDERS** that, in the event any Tarion Claim is accepted, revised or rejected by Tarion, the Claims Officer, GCNA and Murray shall be notified of the acceptance, revision or rejection by Tarion, and the Claims Officer shall send the appropriate notice of such acceptance, revision or disallowance to the Claimant hereunder, which notices shall be in addition to the notice that Tarion ordinarily sends to Persons with Tarion Claims against Tarion under the ONHWP Act and Regulations.

23. **THIS COURT ORDERS** that the amount of any Tarion Claim accepted by Tarion shall be the amount owing to the Claimant by Tarion under the ONHWP Act and Regulations, and such amount shall constitute such Claimant's Proven Tarion Claim for all purposes.



24. **THIS COURT ORDERS** that, where a filed Tarion Claim has been disallowed in its entirety or in part, then the disallowed Tarion Claim or the disallowed portion thereof shall not be a Proven Tarion Claim unless the Claimant has disputed the disallowance and proven the disallowed Tarion Claim or the disallowed portion thereof in accordance with paragraph 25 to 26 of this Order.

25. **THIS COURT ORDERS** that any Claimant who intends to dispute a Notice of Disallowance in respect of a Tarion Claim shall file a Dispute Notice with the Claims Officer as soon as reasonably possible but in any event such that such Dispute Notice shall be received by the Claims Officer on or before 5:00 p.m. (Toronto Time) on the day that is fourteen (14) days after the Claims Officer sends the Notice of Disallowance in accordance with paragraph 22 of this Order. The filing of a Dispute Notice with the Claims Officer within the time set out in this paragraph shall constitute an application to have the amount or status of such Tarion Claim determined as set out in paragraphs 27 to 28 of this Order.

26. **THIS COURT ORDERS** that where a Claimant that receives a Notice of Disallowance fails to file a Dispute Notice with the Claims Officer within the time limit set out in paragraph 25 of this Order, the amount and status of such Claimant's Tarion Claim shall be deemed to be as set out in the Notice of Disallowance and such amount and status, if any, shall constitute such Claimant's Proven Tarion Claim.

## **RESOLUTION OF CLAIMS**

27. **THIS COURT ORDERS** that, as soon as practicable after the delivery of the Dispute Notice to the Claims Officer, the Claimant and Tarion shall attempt to resolve and settle the Claimant's Tarion Claim, and in any event, no longer than forty-five (45) days following the delivery of the Dispute Notice to the Claims Officer.

28. **THIS COURT ORDERS** that, in the event that the dispute between the Claimant and Tarion is not settled within a time period prescribed in paragraph 27 above, the Claimant's Tarion Claim shall be resolved as soon as practicable in accordance with the procedures provided for in the ONHWP Act and Regulations.

## PAYMENT OF FUNDS

### 29. THIS COURT ORDERS that:

- (a) immediately upon the granting of this Order, BLG shall pay to GCNA the amount of \$382,356.21 from the Funds in satisfaction of the amounts owing to GCNA as at August 24, 2018 (the “**GCNA Payment**”);
- (b) within two Business Days after the Tarion Claims Bar Date:
  - (i) in the event no Tarion Claims are received on or before the Tarion Claims Bar Date, the Claims Officer shall provide Tarion, GCNA and Murray with a statutory declaration stating that no Tarion Claims were received on or before the Tarion Claims Bar Date; and
  - (ii) in the event that one or more Tarion Claims are filed prior to the Tarion Claims Bar Date, the Claims Officer and Tarion will agree on the amount of a reasonable holdback (the “**Filed Claims Holdback**”) required to secure payment of the portion of any filed Tarion Claim(s) that relate to Deposits and any administration fees, interest and other amounts to which Tarion may be entitled in connection therewith pursuant to the Bond (all such amounts, the “**Bond Claim Amounts**”);
- (c) regardless of whether any Tarion Claims are filed prior to the Tarion Claims Bar Date, Tarion shall be entitled to a holdback in the amount of \$100,000 (the “**Minimum Holdback**”, and together with the Filed Claims Holdback (if any), collectively, the “**Holdback**”) to secure payment of any Bond Claim Amounts in connection with any Tarion Claim(s) that are received by Tarion between the Tarion Claims Bar Date and August 28, 2023 (such date, the “**Outside Date**”, and such claims, the “**Post-Bar Date Claims**”). Tarion shall (i) review the Post-Bar Date Claims and accept, revise or reject them in accordance with Tarion’s ordinary claims review procedures; (ii) advise Murray and Goodmans LLP of the particulars of the payment of any Post-Bar Date Claims within ten (10) days after the payment of any such Post-Bar Date Claims, and (iii) no less frequently than every three (3) months after the date of this Order, report to Murray and Goodmans LLP as to the amount remaining in the Minimum Holdback, and the amount of all Post-Bar Date Claims paid to the date of such report;
- (d) BLG shall release the Holdback to Tarion within 20 days of the Tarion Claims Bar Date;
- (e) provided that it has shared its conclusions on all of the Tarion Claims with each of the Claims Officer (except in the case of a Post-Bar Date Claim), GCNA and Murray, Tarion shall be entitled to utilize the Holdback and process any payments on account of the Bond Claim Amount for any Proven Tarion Claim or Post-Bar Date Claim, 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, rights of distraint, 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;

- (f) BLG shall, within 20 days of the Tarion Claims Bar Date, release to Goodmans LLP in trust for Murray the Funds remaining after the payment of the GCNA Payment and the Additional BLG Fees and the release of the Holdback to Tarion;
- (g) upon BLG releasing the Holdback to Tarion and making the payment to Goodmans LLP contemplated in paragraph 29(f) above, GCNA shall be forever released and discharged from any and all obligations to Tarion under the Bond and the Bond shall be delivered by Tarion to GCNA for cancellation;
- (h) none of BLG, GCNA nor Tarion shall have any further obligations or liability whatsoever in respect of portion of the Funds paid to Goodmans LLP in trust in accordance with this paragraph;
- (i) the balance of the Filed Claims Holdback, if any, shall be paid by Tarion to Goodmans LLP, in trust for Murray, within ten (10) Business Days following all of: (i) the completion of the review by Tarion of all Proofs of Claim relating to Tarion Claims; (ii) the expiry of the time period in which Claimants are required to file Dispute Notices in accordance with this Order; (iii) the settlement by any relevant Claimant and Tarion or resolution in accordance with the procedures provided for in the ONHWP Act and Regulations of the Bond Claim Amount of any Disputed Tarion Claims; and (iv) the processing and payment by Tarion of any Bond Claim Amounts for Proven Tarion Claims from the Filed Claims Holdback in accordance with Tarion's ordinary procedures. Tarion shall have no further obligations or liability whatsoever in respect of the Filed Claims Holdback following its payment of such balance to Goodmans LLP, in trust for Murray; and
- (j) the balance of the Minimum Holdback, if any, shall be paid by Tarion to Goodmans LLP, in trust for Murray, within ten (10) Business Days following the Outside Date. Tarion shall have no further obligations or liability whatsoever in respect of the Minimum Holdback following its payment of such balance to Goodmans LLP, in trust for Murray.

30. **THIS COURT ORDERS** that, in connection with the release of any Funds to Goodmans LLP in trust for Murray in accordance with paragraph 29 above, except for the Claims Officer Charge created by paragraph 6 herein, Murray shall receive such Funds 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, rights of distraint, 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, including, without limiting the generality of the foregoing, any Tarion Claims. For greater certainty, Goodmans LLP shall pay to the Claims Officer amounts subject to Claims Officer Charges from the Funds it receives from BLG in trust pursuant to paragraphs 24 to 25 above.

31. **THIS COURT ORDERS** that, in connection with the payment or receipt of any funds by Tarion described herein, the Person (including Tarion) receiving such funds shall do so 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, rights of distraint, 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.

#### **SERVICE AND NOTICE**

32. **THIS COURT ORDERS** that the Claims Officer may, unless otherwise specified by this Order, serve and deliver or cause to be served and delivered the Claims Package, and any letters, notices or other documents, to the Claimants or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons at the physical or electronic address, as applicable, last shown on the books and records of the Centrust Parties or Meerai Cho (including, but not limited to, the Cho List) or set out in such Claimant's Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by facsimile transmission or email by 5:00 p.m. (Toronto time) on a Business Day, on such Business Day and if delivered after 5:00 p.m. (Toronto time) or other than on a Business Day, on the following Business Day.

33. **THIS COURT ORDERS** that any notice or communication required to be provided or delivered by a Person under this Order shall be in writing in substantially the form, if any,



provided for in this Order and will be sufficiently given only if delivered by prepaid ordinary mail, registered mail, courier, personal delivery, facsimile transmission or email addressed to:

(a) the Claims Officer at:

Link & Associates Inc.  
77 King Street West  
Suite 3000, PO Box 95  
TD Centre North Tower  
Toronto, ON M5K 1G8

Attention: Robert Link  
Email: rlink@linkassociates.ca  
Fax: 416.862.2136;

(b) Tarion at:

Tarion Warranty Corporation  
5160 Yonge Street,  
12th Floor  
North York ON M2N 6L9

Attention: Timothy P. Schumacher  
Email: tim.schumacher@tarion.com  
Fax: 416.229.3278.

With a copy to:

Torys LLP  
79 Wellington St. W.,  
30<sup>th</sup> Floor  
Box 270, TD South Tower  
Toronto ON M5K 1N2

Attention: Adam Slavens  
Email: aslavens@torys.com  
Fax: 416.865.7680;

(c) GCNA at:

Borden Ladner Gervais LLP  
Bay Adelaide Centre, East Tower  
22 Adelaide Street West, Suite 3400  
Toronto ON M5H 4E3

Attention: Alex MacFarlane  
 Email: amacfarlane@blg.com  
 Fax: 416.367.6749; and

(d) Murray at:

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

Attention: L. Joseph Latham  
 Email: jlatham@goodmans.ca  
 Fax: 416.979.1234

34. **THIS COURT ORDERS** that if, during any period during which notices or other communications are being given pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary or registered mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Order.

#### MISCELLANEOUS

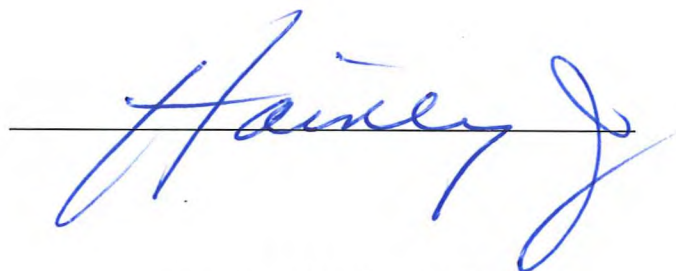
35. **THIS COURT ORDERS** that the Claims Officer shall provide such assistance to Tarion and its agents as may be necessary or desirable to give effect to this Order or to assist Tarion and its agents in carrying out the terms of this Order.

36. **THIS COURT ORDERS** that each of Tarion, GCNA, Murray and/or the Claims Officer may from time to time apply to this Court for advice and directions in respect of the terms of this Order and in carrying out the terms of this Order.

*[intentionally left blank]*



37. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or elsewhere to give effect to this Order and to assist Murray, the Claims Officer, GCNA and Tarion, and their respective agents, in carrying out the terms of this Order. All courts, tribunals regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to Murray, the Claims Officer, GCNA and Tarion, and their respective agents, as may be necessary or desirable to give effect to this Order or to assist Murray, the Claims Officer, GCNA and Tarion, and their respective agents, in carrying out the terms of this Order.

A handwritten signature in blue ink, appearing to read "Hainey", is written over a horizontal line.

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

AUG 28 2018

PER / PAR: *RW*

## **SCHEDULE "A"**

### **CHO LIST**

	<b>Purchaser</b>	<b>Residential Unit No.</b>
1.	Wang, Chia-yu Johnny	2310
2.	Nori, Chunhwa	2502
3.	Vasandani, Ruan Ravi	2803



## SCHEDULE "B"

### DEPOSITS RETURNED BY BRATTYS LLP

	Purchaser	Residential Unit No.
1.	Choi, Mellie	503
2.	Wu, Linda D.M	506
3.	Lam, Tu	509
4.	Wu, Jun	601
5.	Colomvakos, J.	603
6.	Choi, K.W.	605
7.	Lin, Kichen	606
8.	Liu, Zhao Juan	607
9.	Cheung, WS & Ho	609
10.	Lui, Zhen	611
11.	Qui, Zinxue	701
12.	Kim, Hyun Jin	703
13.	Kim, Jung Min	705
14.	Thang, Helen	706
15.	Ahn, Nancy	707
16.	Hwang, K.H.	709
17.	Szeto, Ivy	711
18.	Gu, Ying	801
19.	Hao, Ninghui	803
20.	Wen, Xue Ying	805
21.	Yaun, Xiahong	806
22.	Mok, HC & SW	807
23.	Gvan, Huixia	808
24.	Din, Xiu Qin	809
25.	Io, Ian	811
26.	Mao, Yingjing	903
27.	Zhang, Yilt	905
28.	Yang, Rong	906
29.	Gu, Ying	907
30.	Lin, Xiu Qin	909

	<b>Purchaser</b>	<b>Residential Unit No.</b>
31.	Tse Po Chu	911
32.	Chen, A.	1002
33.	Chan, K. H.	1003
34.	Guan, H.	1005
35.	Kwan, C.F.	1006
36.	Lam, K.C.	1007
37.	Ho, JCK	1008
38.	Chang, B, Lee, T.	1009
39.	Tat, H.D.	1011
40.	Chan, Y.Y.	1101
41.	Ng, A.Y & Lam	1102
42.	Shalmieva, R.	1103
43.	Ren, H.	1105
44.	Yav, D.W.	1106
45.	Yim, F.L.	1107
46.	Qui, X.	1108
47.	Lin, Tammy	1111
48.	Feng, Zhou R.	1201
49.	Yan, Q.	1202
50.	Honarmand, M.	1203
51.	Gingras, C.	1205
52.	Yang, S. Y.	1206
53.	Zhong, W.	1207
54.	Chen, CL & N	1208
55.	2050383 Ont. Inc.	1209
56.	Papadopolous, D.	1210
57.	Kung, AHF	1211
58.	Lum, TK	1502
59.	Xu, Bin	1503
60.	Pang, A.S.	1505
61.	Tse, Yeuk Bun Wong	1506
62.	Tsai, C.Y., M.C. Mao	1508
63.	Luo, J.	1509



	<b>Purchaser</b>	<b>Residential Unit No.</b>
64.	Duan, L.	1603
65.	Suchy, J., Wan. M	1605
66.	Lin, J.	1606
67.	1547698 Ontario	1607
68.	Zheng, H.	1608
69.	Ng, C. C-C.	1609
70.	Lim, Y.S.	1610
71.	Chai, H.	1701
72.	Yan, Q.	1702
73.	Choi, J.	1703
74.	Wong A.F.	1705
75.	Bao, X.	1706
76.	Oki, R.	1707
77.	Yang, M.	1708
78.	Verblonski, N.	1709
79.	Chang, H.Y.	1710
80.	Koo, NC +	1711
81.	Huong, B.	1801
82.	Cheung, M.N.	1803
83.	Yoon, S.K.	1805
84.	Zhang, Y.	1806
85.	Shariar, S.L.	1807
86.	Lin, X.Y.	1808
87.	Smirnova, N.	1809
88.	Wu, D.S.	1811
89.	Chu, P.K.	1902
90.	Shin, GN	1903
91.	Lee, L.	1905
92.	Wang, CT	1906
93.	Li, Z.	1907
94.	Rigenco, V.	1908
95.	Zhou, XD	1909
96.	Li, Li	1911

	<b>Purchaser</b>	<b>Residential Unit No.</b>
97.	Wang, S.X.	2001
98.	Lim, MS	2002
99.	Shin, GN	2003
100.	Wu, T.T.	2005
101.	Lin, JC	2006
102.	Yang, K.	2007
103.	Mamaghani, PM	2009
104.	Liu Yu	2009
105.	Lee, Y.H.	2010
106.	Kwan, CP +	2011
107.	Tsang, A.	2103
108.	Zhang, WM	2105
109.	Chung, C.	2106
110.	Choi, J.	2107
111.	Junjie, L.	2108
112.	Jun, H.T.	2109
113.	Lin, HC	2201
114.	Ng, L.	2202
115.	Cho, N.	2203
116.	Yao, LJ	2205
117.	Lin, YJ	2206
118.	Guan, H.	2207
119.	Hao, N.	2208
120.	Choi, J.	2209
121.	Tung, A.Y.Y.	2211
122.	Chiang, N.	2301
123.	Wang, C.	2303
124.	Chen, Y.	2305
125.	Yang, S.	2307
126.	Wang, S.X.	2308
127.	Hwang, KO	2503
128.	Jung, WJ	2505
129.	Ahn, S.J.	2506



	<b>Purchaser</b>	<b>Residential Unit No.</b>
130.	Yoon, T.H.	2507
131.	Zheng, G.	2508
132.	Chen, Quodong	2509
133.	Sadri, A. +	2510
134.	GO, J.S.	2511
135.	Chen, Quodong	2603
136.	Wong, W.	2605
137.	Ahn, Y.	2606
138.	Kang, SK & SH	2607
139.	Zhang, JD	2608
140.	Zheng, ZL	2609
141.	Kwon, W.K.	2702
142.	Xia, S.	2703
143.	Lin, S.	2705
144.	Ahn, Y.d.	2706
145.	Cai, L.	2708
146.	Paolo L. & Marcela. V.	2709
147.	Hwa, Y.W.	2711
148.	Vasandani, R. R.	2803 *This individual also appears on the Cho List as the individual might have made deposits to both Cho and Brattys. For greater certainty, there is no claim to the extent any Deposit or part thereof was returned by Brattys to the individual.
149.	Li, X.	2805
150.	Su, S.	2806
151.	Choi, H.	2808
152.	Golovnia, V.	2809
153.	Freson Services Inc.	2811
154.	Kim, J.	2905
155.	Poon, K.T.	3005
156.	Kim, M.C.	3006
157.	Ryu, M.	3007
158.	Varshovy, P.	3101
159.	Ahn, YS	3102

	<b>Purchaser</b>	<b>Residential Unit No.</b>
160.	Kim, T.W & K	3105
161.	Chen, Y.	3106
162.	Peng, J.C.	3107
163.	Ngo, TH	3010



## SCHEDULE "C"

### DEPOSITS IN RESPECT OF WHICH TARIION CLAIMS HAVE BEEN PAID

	<b>Purchaser</b>	<b>Residential Unit No.</b>
1.	Ji, C., Zhang Y.	507
2.	Racioppo, G & R.	708
3.	Canlas, D	908
4.	Bang, J.W	1109
4.	Tse, YBW	1506
5.	Zhang, L	1507
6.	Huang, T.S.	1802
7.	Miroyan, Y.	2008
8.	Young Kon Yoo	2306
9.	Colomvakos, J., and Jin, X.	2309
10.	Noh, C-H	2509
11.	Ye, Q	2602
12.	Kamranzadeh, Marzieh	2611
13.	Lee, L.H & C.T.	2707
14.	Mohammadi, A	2802
15.	Gazeykin, A., Tatiana	2807
16.	Tang, Q.	2906
17.	Zaisev, I	2907
18.	Sharma, Alka	2908
19.	Alemazkoo, S. & Hyati, H.	3010
20.	Lee, Kimberley	3203
21.	Makki-Pour, Marzieh	3207
22.	Khangani, P., Fakhari N.	3303
23.	Nejatollahi, F.	3307

**SCHEDULE "D"**

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**NOTICE TO CLAIMANTS  
CONCERNING TARION CLAIMS  
INVOLVING THE CENTRIUM AT NORTH YORK CONDOMINIUM PROJECT**

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**RE: NOTICE OF CLAIMS PROCESS FOR CENTRIUM AT NORTH YORK  
CONDOMINIUM PROJECT,**

**1772521 ONTARIO INC.  
1745932 ONTARIO INC.  
1762939 ONTARIO INC.  
1764204 ONTARIO INC.  
1764205 ONTARIO INC.  
CENTRUST GROUP INC.**

**MEERAI CHO  
THE GUARANTEE COMPANY OF NORTH AMERICA  
AND  
TARION WARRANTY CORPORATION**

**PLEASE TAKE NOTICE** that on August 28, 2018, the Ontario Superior Court of Justice (Commercial List) granted an order (the "**Tarion Claims Identification Procedure Order**") in connection with the failed condominium complex known as The Centrium at North York Project, requiring that all Persons wishing to assert a Tarion Claim (capitalized terms used in this notice and not otherwise defined have the meaning given to them in the Tarion Claims Identification Procedure Order) against any of the Companies or parties named above, **must file a Proof of Claim with ● (the "Claims Officer") on or before 5:00 p.m. (Toronto time) on October 29, 2018 (the "Tarion Claims Bar Date"), by sending the Proof of Claim to the Claims Officer by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:**

Link & Associates Inc.  
77 King Street West  
Suite 3000, PO Box 95  
TD Centre North Tower  
Toronto, ON M5K 1G8

Attention: Robert Link  
Email: [rlink@linkassociates.ca](mailto:rlink@linkassociates.ca)  
Fax: 416.862.2136

Pursuant to the Tarion Claims Identification Procedure Order, Claims Packages, including the form of Proof of Claim, will be sent to all known Claimants by mail, on or before ●. Claimants may also obtain the Tarion Claims Identification Procedure Order and a Claims Package from the Claims Officer's website at ●, or by contacting the Claims Officer by telephone (●).



Only Proofs of Claim actually received by the Claims Officer on or before 5:00 p.m. (Toronto time) on ● will be considered filed by the Tarion Claims Bar Date. **It is your responsibility to ensure that the Claims Officer receives your Proof of Claim by the Tarion Claims Bar Date.**

**TARION CLAIMS WHICH ARE NOT ACTUALLY RECEIVED BY THE CLAIMS OFFICER ON OR BEFORE 5:00 P.M. ON THE TARION CLAIMS BAR DATE WILL BE FOREVER BARRED AND EXTINGUISHED AGAINST TARION, GCNA AND MURRAY (AND THEIR PROFESSIONAL ADVISORS), WITHOUT PREJUDICE TO THE RIGHT OF CLAIMANTS TO PURSUE RECOVERY FROM OTHER PARTIES AS THEY DEEM APPROPRIATE.**

DATED this ● day of ●, 2018

## SCHEDULE "E"

### PROOF OF CLAIM FORM FOR TARION CLAIMS<sup>1</sup> CONCERNING THE CENTRIUM AT NORTH YORK CONDOMINIUM PROJECT<sup>2</sup>

**1. Name of selling Entity (the "Vendor") executing agreement of purchase and sale:**

\_\_\_\_\_

**2. Claimant (the "Claimant")**

Legal Name of  
Claimant

\_\_\_\_\_

Address

\_\_\_\_\_  
\_\_\_\_\_

Phone  
#

\_\_\_\_\_  
\_\_\_\_\_

Fax #

\_\_\_\_\_

City \_\_\_\_\_

Prov  
/State

\_\_\_\_\_

email

\_\_\_\_\_

Postal/Zip  
Code

\_\_\_\_\_

**3. Amount of Taron Claim**

The Claimant made the following Deposit(s) to the Vendor which have not been returned to them and have not already been the subject of a claim paid by Taron:

Amount of Taron Claim

Date of Deposit

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Documentation**

Provide all particulars of the Taron Claim and supporting documentation, including amount, and description of transaction(s) or agreement(s), or legal breach(es) giving rise to the Taron Claim.

<sup>1</sup> Capitalized terms used in this form and not otherwise defined have the meaning given to them in the order of the Ontario Superior Court of Justice (Commercial List) granted on August 28, 2018, in connection with the failed condominium complex known as The Centrium at North York Project.

<sup>2</sup> 1772521 Ontario Inc., 1745932 Ontario Inc., 1762939 Ontario Inc., 1764204 Ontario Inc., 1764205 Ontario Inc., Centrust Group Inc., Meerai Cho, The Guarantee Company of North America and Taron Warranty Corporation.



**5. Certification**

I hereby certify that:

1. I am the Claimant or authorized representative of the Claimant.
2. I have knowledge of all the circumstances connected with this Claim.
3. The Claimant asserts this Tarion Claim against the Vendor as set out above.
4. Complete documentation in support of this claim is attached.
5. A copy of the Claimant's photo identification (e.g., a driver's license) is attached.

Signature: _____  Name: _____	Witness:  _____ (signature)  _____ (print)
Dated at _____ this _____ day of _____, 2018	

**6. Filing of Claim**

This Proof of Claim **must be received by the Claims Officer on or before 5:00 p.m. (Toronto time) on ● by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:**

Link & Associates Inc.  
 77 King Street West  
 Suite 3000, PO Box 95  
 TD Centre North Tower  
 Toronto, ON M5K 1G8

Attention: Robert Link  
 Email: rlink@linkassociates.ca  
 Fax: 416.862.2136

For more information see [website], or contact the Claims Officer  
 by telephone (●)

**TARION CLAIMS WHICH ARE NOT ACTUALLY RECEIVED BY THE CLAIMS OFFICER ON OR BEFORE 5:00 P.M. (TORONTO TIME) ON THE TARION CLAIMS BAR DATE WILL BE FOREVER BARRED AND EXTINGUISHED AGAINST TARION, GCNA AND MURRAY (AND THEIR PROFESSIONAL ADVISORS), WITHOUT PREJUDICE TO THE RIGHT OF CLAIMANTS TO PURSUE RECOVERY FROM OTHER PARTIES AS THEY DEEM APPROPRIATE.**

## **SCHEDULE “F”**

### **CLAIMANT’S GUIDE TO COMPLETING THE PROOF OF CLAIM FORM FOR TARION CLAIMS<sup>3</sup> CONCERNING THE CENTRIUM AT NORTH YORK CONDOMINIUM PROJECT<sup>4</sup>**

This Guide has been prepared to assist Claimants in filling out the Proof of Claim form for Tarion Claims concerning the Centrium at North York Condominium Project. If you have any additional questions regarding completion of the Proof of Claim, please consult the Claims Officer’s website at ● or contact the Claims Officer, whose contact information is shown below.

Additional copies of the Proof of Claim may be found at the Claims Officer’s website address noted above.

Please note that this is a guide only, and that in the event of any inconsistency between the terms of this guide and the terms of the Tarion Claims Identification Procedure Order made on ●, 2018 (the “**Tarion Claims Procedure Order**”), the terms of the Tarion Claims Identification Procedure Order will govern.

#### **1. DEBTOR**

The full name of entity or Entities with whom a pre-construction agreement of purchase and sale was entered into for a residential condominium unit in the Centrium at North York Condominium Project, as well as the full name of the party to whom any deposits were paid in connection with such agreement of purchase and sale.

#### **2. CLAIMANT**

A separate Proof of Claim must be filed by each legal entity or person asserting a Tarion Claim concerning the Centrium at North York Condominium Project.

The full legal name of the Claimant must be provided.

A copy of the executed pre-construction agreement of purchase and sale shall be appended to the Proof of Claim.

The full amount of the deposit shall be specified.

#### **3. AMOUNT OF TARION CLAIM**

Indicate the amount of the Tarion Claim in the Amount of Tarion Claim column.

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<sup>3</sup> Capitalized terms used in this form and not otherwise defined have the meaning given to them in the order of the Ontario Superior Court of Justice (Commercial List) granted on August 28, 2018, in connection with the failed condominium complex known as The Centrium at North York Project.

<sup>4</sup> 1772521 Ontario Inc., 1745932 Ontario Inc., 1762939 Ontario Inc., 1764204 Ontario Inc., 1764205 Ontario Inc., Centrust Group Inc., Meerai Cho, The Guarantee Company of North America and Tarion warranty Corporation.



#### 4. DOCUMENTATION

Attach to the Proof of Claim form all particulars of the Tarion Claim and supporting documentation, including the amounts of any cheques and the agreements of purchase and sale.

#### 5. CERTIFICATION

The person signing the Proof of Claim should:

- (A) be the Claimant or authorized representative of the Claimant;
- (B) have knowledge of all the circumstances connected with this Claim;
- (C) assert the Tarion Claim against the Debtor as set out in the Proof of Claim and certify all supporting documentation is attached;
- (D) attach copy of the Claimant's photo identification (e.g., a driver's license); and
- (E) have a witness to its certification.

#### 6. FILING OF CLAIM

The Proof of Claim must be received by the Claims Officer on or before 5:00 p.m. (Toronto time) on ● (the "**Tarion Claims Bar Date**") by prepaid ordinary mail, registered mail, courier, personal delivery or electronic transmission at the following address:

Link & Associates Inc.  
77 King Street West  
Suite 3000, PO Box 95  
TD Centre North Tower  
Toronto, ON M5K 1G8

Attention: Robert Link  
Email: rlink@linkassociates.ca  
Fax: 416.862.2136

**TARION CLAIMS WHICH ARE NOT ACTUALLY RECEIVED BY THE CLAIMS OFFICER ON OR BEFORE 5:00 P.M. ON THE TARION CLAIMS BAR DATE WILL BE FOREVER BARRED AND EXTINGUISHED AGAINST TARION, GCNA AND MURRAY (AND THEIR PROFESSIONAL ADVISORS), WITHOUT PREJUDICE TO THE RIGHT OF CLAIMANTS TO PURSUE RECOVERY FROM OTHER PARTIES AS THEY DEEM APPROPRIATE.**

**THE  
GUARANTEE  
COMPANY OF  
NORTH  
AMERICA**

and

**1772521 ONTARIO INC., 1745932 ONTARIO INC., 1762939 ONTARIO  
INC., 1764204 ONTARIO INC., 1764205 ONTARIO INC., CENTRUST  
GROUP INC., YO SUP LEE (A.K.A. JOSEPH LEE), JUNG YUN CHO,  
MEERAI CHO, ROMSPEN INVESTMENT CORPORATION, MURRAY  
& CO. and BRATTYS LLP**

**Court File No. CV-14-10661-00CL  
Court File No. CV-14-10574-00CL**

Applicant

Respondents

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

Proceeding commenced at Toronto

**CLAIMS PROCESS ORDER**

**GOODMANS LLP**  
Barristers & Solicitors  
333 Bay Street, Suite 3400  
Toronto, Canada M5H 2S7

Jason Wadden LSUC#: 46757M

Tel: 416.979.2211  
Fax: 416.979.1234

Lawyers for Murray & Co.