

ONTARIO  
SUPERIOR COURT OF JUSTICE

THE HONOURABLE JUSTICE  
Chiappetta

) Wednesday, the 28 day of  
)  
) November, 2018

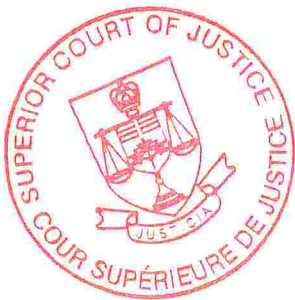
IN THE MATTER OF THE ESTATE OF PAUL ZIGOMANIS, deceased

BETWEEN:

GAIL MacDONALD

Applicant

- and -



VIOLET COOPER

Respondent

**ORDER**

THIS MOTION, made by Jonathan Cooperman of A. Farber & Partners Inc., in his capacity as the Estate Trustee During Litigation of the Estate of Paul Zigomanis (the "Estate Trustee") for the sale of the lands legally described as PT LT 25 CON 5 SCARBOROUGH PT 1, 64R12397; TORONTO, CITY OF TORONTO, being all of PIN 06026-0031(LT), municipally known as 3356 Brimley Road (the "Brimley House"), was heard on the 28<sup>th</sup> day of November, 2018, at 330 University, Toronto, Ontario.

ON READING the motion record and factum of the Estate Trustee, and on hearing oral submissions,

1. THIS COURT ORDERS the approval of the sale of the Brimley House, registered in the name of Jonathan Cooperman, to Li Gang Luo for \$635,000.00, as adjusted, in accordance with the Agreement of Purchase and Sale attached hereto as Schedule "A";
2. THIS COURT ORDERS the approval of the Estate Trustee's Second Supplemental Report to the Second Report and the activities of the Estate Trustee for the period from October 15, 2016 to May 17, 2017; and
3. THIS COURT ORDERS the approval of the Estate Trustee's Third Report and the activities of the Estate Trustee for the period from May 17, 2017 to November 16, 2018.



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

NOV 28 2018

PER / PAR:





# Agreement of Purchase and Sale

## Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 12 day of October, 2018

BUYER, Li Gang Luo, agrees to purchase from  
[Full legal names of all Buyers]

SELLER, Jonathan Cooperman of A. Farber & Partners Inc., in his capacity as estate trustee during litigation of the Estate of Paul Zigomanis and not in his personal capacity, the following  
[Full legal names of all Sellers]

### REAL PROPERTY:

Address 3356 Brimley Rd

fronting on the ..... side of .....

in the ..... City of Toronto .....

and having a frontage of 45 ..... more or less by a depth of 200 ..... more or less

and legally described as PT LT 25 CON 5 SCARBOROUGH PT 1, 64R12397; TORONTO, CITY OF TORONTO

..... (the "property")  
[Legal description of land including easements not described elsewhere]

### PURCHASE PRICE:

Six Thirty Five  
SEVEN HUNDRED AND TWENTYFIVE THOUSAND Dollars

Dollars (CDN\$) \$725,000.00

### DEPOSIT: Buyer submits

..... a Deposit as described in Schedule "A" to this Agreement. Dollars (CDN\$) .....

by negotiable cheque payable to ..... "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A, B, C, D ..... attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by ..... the Seller Buyer until 11:00 a.m./p.m. on the 15 day of October, 2018, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the ..... day of Completion Date set out in Schedule "A" to this Agreement  
20..... Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices. Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: ..... (For delivery of Documents to Seller) FAX No.: ..... (For delivery of Documents to Buyer)  
 Email Address: neashome@gmail.com (For delivery of Documents to Seller) Email Address: daniellagoldre@gmail.com (For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:** .....  
 NIL

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:** .....

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be: ..... the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding

work orders or deficiency notices affecting the property, and that its present use (\_\_\_\_\_) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require, provided such authorizations expressly prohibit any

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be of an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee selling out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the large Value Transfer System.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) [Signature]

(Buyer) [Signature] (Seal)

DATE Oct 18, 2018

(Witness) [Signature]

(Buyer) [Signature] (Seal)

DATE [Blank]

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable) from the proceeds of the sale prior to any payment to the undersigned on completion as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) [Signature]

(Seller) [Signature] (Seal)

DATE Oct 15, 2018

(Witness) [Signature]

(Seller) [Signature] (Seal)

DATE Oct 19, 2018

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) [Signature]

(Spouse) [Signature] (Seal)

DATE [Blank]

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at [Blank] am/pm this [Blank] day of [Blank], 20[Blank].

(Signature of Seller or Buyer)

#### INFORMATION ON BROKERAGE(S)

Listing Brokerage: HomeLife New World Tel. No. 416-440-1177  
[Signature]  
 (Salesperson / Broker Name)

Co-op/Buyer Brokerage: HARVEY KALLES REAL ESTATE LTD. Tel. No. (416) 441-2888  
DANIELLA GOLD  
 (Salesperson / Broker Name)

#### ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) [Signature] DATE Oct 18/18

(Buyer) [Signature] DATE [Blank]

(Seller) [Signature] DATE [Blank]

(Buyer) [Signature] DATE [Blank]

Address for Service: 150 York & 1600 Toronto

Address for Service: [Blank]

City: ONT. M7H 5S5 Tel. No. 416 441-5502

City: [Blank] Tel. No. [Blank]

Seller's Lawyer: Bennett Jones LLP Attn: Jane Hellmstadter

Buyer's Lawyer: [Blank]

Address: 3400 One First Canadian Place, P.O. Box 130, Toronto

Address: [Blank]

Email: hellmstadterj@bennettjones.com

Email: [Blank]

(416) 777-7470 (416) 777-1716

Tel. No. [Blank] FAX No. [Blank]

Tel. No. [Blank] FAX No. [Blank]

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## Schedule A

### Form 100

for use in the Province of Ontario

## Agreement of Purchase and Sale

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER,** ..... and  
**SELLER,** Jonathan Cooperman of A. Farber & Partners Inc. in his capacity as estate trustee during litigation of the Estate of  
Paul Zigomanis and not in his personal capacity  
for the purchase and sale of 3356 Brimley Rd Toronto

M1V 5B4 dated the ..... day of ..... 20.....

Buyer agrees to pay the balance as follows:

See attached.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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## SCHEDULE "A"

This Schedule "A" forms part of the agreement of purchase and sale dated as of 9 (the "Agreement") between Li Gang LLC (the "Buyer"), and Jonathan Cooperman of A. Farber & Partners Inc. in his capacity as estate trustee during litigation of the Estate of Paul Zigomanis and not in his personal capacity (the "Seller"), providing for the sale of the lands municipally known as 3356 Brimley Road, Toronto, Ontario, and legally described on page 1 of the Agreement (the "Property") by the Seller to the Buyer on the terms and conditions more particularly set forth herein (the "Transaction").

The Buyer and the Seller, in entering into the Agreement, expressly agree with each other as follows:

### 1. Purchase Price

The Purchase Price for the Property set forth in the Agreement shall be paid in lawful money of Canada, by wire transfer, certified cheque or bank draft, as follows:

- (a) SEVENTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$72,500.00) (the "Deposit") payable to Bennett Jones LLP, in trust (the "Deposit Holder") within twenty-four (24) hours after the date this Agreement is fully executed (the "Acceptance Date"); and
- (b) the balance of the Purchase Price (the "Balance"), subject to the usual adjustments, to the Seller or to whom the Seller may direct in writing on or before the Completion Date.

### 2. Interest on Deposits

The Deposit shall be held by the Deposit Holder pending closing or other termination of the Agreement. The Deposit Holder shall invest the Deposit in a term deposit or other similar certificate of deposit with a Canadian Schedule I chartered bank. If the Transaction fails to close as a result of any default or failure to perform on the part of the Buyer, the Deposit received to date will forthwith be forfeited to the Seller as liquidated damages and not as a penalty without prejudice to any other rights and remedies that the Seller may have in connection with such default, and the Buyer hereby so authorizes and directs the Deposit Holder to remit the Deposit to the Seller immediately upon demand therefor by the Seller or the Seller's solicitors. If the Transaction fails to close for a reason other than a default or a failure to perform on the part of the Buyer, the Deposit received to date shall be returned to the Buyer (without interest) as soon as reasonably possible after the termination of the Agreement. If the Transaction is completed as called for hereunder, the Deposit shall be applied against the Purchase Price.

### 3. Conditional Sale

This Agreement is conditional upon the Seller obtaining approval of this Agreement from an Ontario Court ("Court") with valid jurisdiction on or before \_\_\_\_\_ (the "Sale Condition"). The Buyer and Seller

further agree that the Seller, upon giving a minimum of \_\_\_\_\_ business days written notice to the Buyer, may unilaterally extend the date set for removal of the Sale Condition, one or more times but not to exceed \_\_\_\_\_ days in total, for the purpose of obtaining Court approval. If a change in the date of Court approval exceeds the Completion Date then the Buyer and Seller agree that the Completion Date shall be the first business day which is thirty (30) days following the date of Court approval. Unless the Seller notifies the Buyer that the Sale Condition is satisfied in accordance with the provisions of this Section 3, this Agreement shall be null and void and the Deposit shall be returned to the Buyer in full without deduction or interest. The Sale Condition is included for the sole benefit of the Seller and may be waived at the Seller's sole option by notice in writing to the Buyer as aforesaid within the time period stated herein.

The Court Order of the Honorable Justice Conway of the Ontario Superior Court of Justice dated October 14th, 2015 shall be attached to this Agreement as **Schedule "B"** and forms part of this Agreement.

The Court Order of the Honorable Justice Spies of the Ontario Superior Court of Justice dated August 15th, 2017 shall be attached to this Agreement as **Schedule "C"** and forms part of this Agreement.

The Court Order of the Honorable Justice Gans of the Ontario Superior Court of Justice dated August 8th, 2018 modifying the Order of Justice Spies shall be attached to this Agreement as **Schedule "D"** and forms part of this Agreement.

#### 4. "As-Is"

The Buyer acknowledges that there are no agreements, representations, promises, warranties, guarantees or conditions of any kind whatsoever, statutory or otherwise, express or implied, with respect to the Property, including without limiting the generality of the foregoing, any representations, warranties or conditions, either express or implied, as to title, value, state of repair, environmental condition, zoning, permits, governmental compliance, threatened claims or litigation, or in respect of any other matter or thing whatsoever, and the Buyer agrees that the Property will be sold by the Seller on an "as is-where is" basis, at the Buyer's entire risk and peril. The Buyer further acknowledges that it is executing this Agreement on the basis that the Buyer has relied and will continue to rely entirely and solely on its due diligence and the Property Inspections. The Buyer agrees to fully and irrevocably release the Seller from any and all claims that the Seller may now have or hereafter acquire against the Seller arising hereunder. The provisions of this Section 4 survive closing or earlier termination of this Agreement.

#### 5. Inspections

The Buyer may visit the Property \_\_\_\_\_ ( ) times prior to the Completion Date, on the following terms and conditions: (i) the Buyer provides not less than forty-eight (48) hours prior written notice to the Seller of its intention to visit the Property; (ii) each such visit shall not exceed one (1) hour in length and the Buyer shall be

accompanied by a representative of the Seller; (iii) the visit(s) shall be conducted at a time to be determined by the Seller (which may include times after regular business hours and/or on weekends or holidays); (iv) any Property inspections may not involve or include any request or invitation, direct or indirect, to any governmental authority for an inspection of the Property before the Completion Date; (v) any damage to the Property caused by the Property inspections or otherwise by the Buyer, its agents, consultants, or contractors will be promptly repaired by the Buyer at its sole cost and expense; and (vi) the Buyer will indemnify and save the Seller harmless from all losses, costs, claims, third party actions, damages and expenses which the Seller may suffer as a result of the Property inspections or otherwise resulting from the negligence or wilful misconduct of the Buyer, its agents, consultants, or contractors, failing which the Seller shall be entitled to deduct from and set-off against the Deposit an amount equal to the aggregate of all such losses, costs, claims, third party actions, damages and expenses so suffered or incurred by the Seller; any provision of this Agreement to the contrary notwithstanding.

#### 6. Buyer's Conditions

The Buyer's obligation to complete the Transaction is subject to the condition that the Buyer shall be satisfied in its sole discretion by that day which is ten (10) days after the Acceptance Date (the "Due Diligence Date") with its review of title to the Property (the "Condition"). If the Buyer does not provide a written notice to the Seller on or prior to 5:00 p.m. on the Due Diligence Date confirming the waiver or satisfaction of the Condition, the Condition shall be deemed to have not been satisfied and this Agreement shall therefore automatically terminate and be null and void, and the Deposits shall be handled in accordance with Section 2.

#### 7. Completion Date

This Agreement shall be completed by 5:00 p.m. on that day which is ten (10) business days following the date of Court approval in accordance with Section 3 of this Schedule "A" (sometimes referred to in this Agreement as "completion", "completion date", "date of completion", "closing" or "closing date"). The Buyer shall not requisition, and the Seller shall not be required to discharge or otherwise rectify or cure any Permitted Encumbrances on or prior to closing, it being the intent that the Buyer shall take title to the Property subject to, and assume responsibility for any and all of, the Permitted Encumbrances existing as of the Closing Date.

#### 8. Closing Deliveries

On or before closing, the Seller shall execute and deliver to the Buyer's Solicitors the following: a transfer of the Property; a mutual undertaking to readjust; a direction re: funds; and a statement of adjustments. On or before closing, the Buyer shall execute and deliver to the Seller's Solicitors a title direction, undertaking to readjust and the Balance.

#### 9. Assignment

The Buyer shall have no right to assign this Agreement or any of its rights and/or obligations hereunder, or to convey title to the Property or any part thereof, in favour any



other person or entity prior to Closing without the prior written consent of the Seller, which consent may be withheld in the Vendor's sole and absolute discretion.

**10. Commissions**

Upon successful completion of the Transaction, Seller shall pay Harvey Kalles Real Estate Ltd. a commission in accordance with the listing agreement for the Property.

**11. Representation by Agent**

The Seller and the Buyer agree and/or acknowledge that no information provided by Harvey Kalles Real Estate Ltd., Brokerage and/or its Brokers and Salespersons is to be construed as expert legal, financial, tax, building condition, construction, environmental or other professional advice and that they have had the opportunity to consult with any such professional advisors prior to signing this Agreement.

The Buyer and Seller acknowledge that the types of representation as defined in the Real Estate and Business Brokers Act, 2002 were explained prior to the execution of this Agreement and the Confirmation of Co-operation and Representation was completed prior to the Agreement being signed by the Buyer and Seller.

The Buyer and Seller hereby agree to allow the Listing and Selling Brokerages to use this property in future marketing material.

The Seller and the Buyer and/or acknowledge that all lot dimensions, room measurements and information provided by Harvey Kalles Real Estate Ltd., Brokerage and its Brokers and Salespersons in the MLS listing, feature sheet and any other marketing materials have been obtained from sources deemed reliable, however, they have been provided for information purposes only and as such, Harvey Kalles Real Estate Ltd., Brokerage does not warrant their accuracy. The Buyer is advised to verify any lot/house dimensions, measurements or information upon which he or she is relying.

**12. Interpretation**

Any notice, approval, waiver, agreement, instrument, document or communication permitted, required or contemplated in this Agreement may be given or delivered and accepted or received by the Buyer's Solicitors on behalf of the Buyer and by the Seller's Solicitors on behalf of the Seller, and any tender of closing documents and the Balance may be made upon the Seller's Solicitors and upon the Buyer's Solicitors, as the case may be. Any reference in this Agreement to a "business day" shall specifically exclude Saturdays, Sundays and statutory and civic holidays in the province of Ontario. In the event that any date established by this Agreement shall fall upon a day that is not a business day, then such date shall be deemed to be the next following business day.





- 5 -

In the event of any conflict or inconsistency between the provisions of the Agreement or this Schedule "A", the provisions of Schedule "A" shall govern and prevail.

**13. Survival**

The provisions of this Agreement shall merge with and not survive the closing of the Transaction, save to the extent expressly provided to the contrary herein.

A handwritten signature or set of initials, possibly "WJ", enclosed in a circular scribble.

SCHEDULE "B"

THE COURT ORDER OF THE HONORABLE JUSTICE CONWAY OF THE  
ONTARIO SUPERIOR COURT OF JUSTICE DATED OCTOBER 14TH, 2015

See attached.

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Court File No.:05-145/15

ONTARIO  
SUPERIOR COURT OF JUSTICE

IN THE MATTER OF THE ESTATE OF PAUL ZIGOMANIS, deceased

THE HONOURABLE

JUSTICE CONWAY

)

WEDNESDAY, THE 14TH DAY

)

OF OCTOBER, 2015

GAIL MacDONALD

Applicant

- and -

VIOLET COOPER

Respondent

APPLICATION UNDER sections 28 and 29 of the *Estates Act*, R.S.O. 1990, c. E. 21

ORDER

THIS APPLICATION, made by the Applicant for an order appointing an estate trustee during litigation was heard this day at 330 University Avenue.

ON READING the Application Record of Gail MacDonald, including the September 9, 2015 affidavit of Gail MacDonald, the consents of Gail MacDonald and Violet Cooper, and the consent of Jonathan Cooperman of A. Farber & Partners Inc., and hearing the submissions of the lawyer for Gail MacDonald,

1. THIS COURT ORDERS that Jonathan Cooperman of A. Farber & Partners Inc. is appointed as estate trustee during litigation (the "Trustee"), without security, of all property and assets of the estate, including all proceeds thereof (the "Property"), of Paul Zigomanis (the "Deceased"), (collectively, the "Estate").




- 2 -

2. **THIS COURT ORDERS** that all of the Property shall be vested in the Trustee from the date of this order.
3. **THIS COURT ORDERS** that the Trustee be authorized to exercise those powers given by law to an estate trustee during litigation, including such powers under the *Estates Act*, R.S.O. 1990 c. E.21 as amended, but for the distribution of the assets of the Estate without further court order.
4. **THIS COURT ORDERS** that a Certificate of Appointment of Estate Trustee during Litigation be issued to the Trustee, subject only to the filing of the necessary supporting application, which application is to be expedited by the court office.
5. **THIS COURT ORDERS** that any requirement that the Trustee post a bond as security be and is hereby waived.
6. **THIS COURT ORDERS** that the Trustee shall have leave to move for further directions as may appear advisable or necessary.
7. **THIS COURT ORDERS** that subject to the terms of this Order, the Trustee shall not distribute the assets of the Estate or any Property, without further court order.

#### **TRUSTEE'S POWERS**

8. **THIS COURT ORDERS** that the Trustee is hereby empowered and authorized, but not obligated, to act at once in respect of the Deceased, the Estate and the Property and, without in any way limiting the generality of the foregoing, the Trustee is hereby expressly empowered and authorized to do any of the following where the Trustee considers it necessary or desirable:





- 3 -

- (a) to take possession of and exercise control over the Estate and any and all proceeds, receipts and disbursements arising out of or from the Estate;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to conduct an investigation with respect to the Deceased, the Estate and the Property, including with respect to the Deceased's creditors, if any;
- (d) to manage, operate, and carry on the business of the Deceased or the Estate, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Deceased or the Estate;
- (e) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, legal counsel, and such other persons from time to time and on whatever basis, including on a temporary basis, at their standard rates, to assist with the exercise of the Trustee's powers and duties, including without limitation those conferred by this Order;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Deceased or the Estate and to exercise all remedies of the Deceased or the Estate.



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in collecting such monies, including, without limitation, to enforce any security held by the Deceased or the Estate;

- (g) to settle, extend or compromise any indebtedness owing to the Deceased or the Estate;
- (h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Trustee's name or in the name and on behalf of the Deceased or the Estate, for any purposes pursuant to this Order;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Deceased, the Estate or the Trustee, and to settle or compromise any such proceedings;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect to the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Trustee in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
- (l) without the approval of this Court in respect of any transaction not exceeding CDN \$50,000; provided that the aggregate consideration for all such transactions does not exceed CDN \$250,000; and



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(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.

- (l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Trustee deems appropriate on all matters relating to the Estate; and to share information, subject to such terms as to confidentiality as the Trustee deems advisable;
- (n) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Trustee, in the name of the Deceased or the Estate;
- (p) to exercise any shareholder, partnership, joint venture or other rights which the Deceased or the Estate may have; and



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(q) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

and in each case where the Trustee takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Deceased or the Estate, and without interference from any other Person.

#### **DUTY TO PROVIDE ACCESS AND COOPERATION TO THE TRUSTEE**

9. **THIS COURT ORDERS** that all of the Deceased's current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on his instructions or behalf, and all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Trustee of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the property to the Trustee, and shall deliver all such Property to the Trustee upon the Trustee's request. The Trustee shall have the power to summons any such Persons, reasonably expected to have any knowledge with respect to the Deceased, the Estate or the Property, to answer questions under oath.
10. **THIS COURT ORDERS** that all Persons shall forthwith advise the Trustee of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Deceased or the Estate, and any computer programs, computer tapes,

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computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's care, possession or control, and shall provide to the Trustee or permit the Trustee to make, retain and take away copies thereof and grant to the Trustee unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that, with the exception of the terms of paragraph 11 below, nothing in this paragraph 10 or in paragraph 12 of this Order shall require the delivery of Records, or the granting of access of Records, which may not be disclosed or provided to the Trustee due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

11. **THIS COURT ORDERS** that solicitor-client privilege and any duty of confidentiality be waived in the same manner as if the Deceased were alive so that the Trustee can compel production of all solicitor and/or paralegal records, notes, and files relating to the Deceased from any lawyer or paralegal, and any other person, entity or institution in possession of such documents.
12. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Trustee for the purpose of allowing the Trustee to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Trustee in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written

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consent of the Trustee. Further, for the purposes of this paragraph, all Persons shall provide the Trustee with all such assistance in gaining immediate access to the information in the Records as the Trustee may in its discretion require including providing the Trustee with instructions on the use of any computer or other system and providing the Trustee with any and all access codes, account names and account numbers that may be required to gain access to the information.

#### **NO PROCEEDINGS AGAINST THE TRUSTEE**

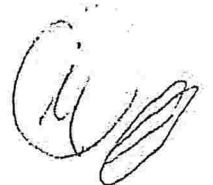
13. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Trustee except with the written consent of the Trustee or with leave of this Court.

#### **NO PROCEEDINGS AGAINST THE DECEASED, THE ESTATE OR THE PROPERTY**

14. **THIS COURT ORDERS** that no Proceeding against or in respect of the Deceased, the Estate or the Property shall be commenced or continued except with the written consent of the Trustee or with leave of this Court and any and all Proceedings currently under way against or in respect of the Deceased, the Estate or the Property are hereby stayed and suspended pending further Order of this Court.

#### **NO EXERCISE OF RIGHTS OR REMEDIES**

15. **THIS COURT ORDERS** that all rights and remedies against the Deceased or the Estate, the Trustee, or affecting the Property, are hereby stayed and suspended except with the written consent of the Trustee or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "BIA"), and further



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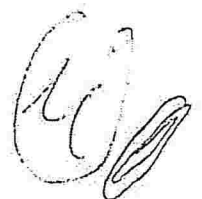
provided that nothing in this paragraph shall (i) empower the Trustee or the Estate to carry on any business which the Deceased or the Estate is not lawfully entitled to carry on, (ii) exempt the Trustee or the Estate from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

#### **NO INTERFERENCE WITH THE TRUSTEE**

16. **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Deceased or the Estate, without written consent of the Trustee or leave of this Court.

#### **TRUSTEE TO HOLD FUNDS**

17. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Trustee from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Trustee (the "Post Appointment Accounts") and the monies standing to the credit of such Post Appointment Accounts from time to time, net of any disbursements provided for herein, shall be held by the Trustee to be paid in accordance with the terms of this Order or any further Order of this Court.




## EMPLOYEES

18. **THIS COURT ORDERS** that all employees of the Deceased or the Estate shall remain the employees of the Deceased or the Estate until such time as the Trustee, on the Deceased's or the Estate's behalf, may terminate the employment of such employees. The Trustee shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Trustee may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

## PIPEDA

19. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Trustee shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Trustee, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Deceased or the Estate, and shall return all





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other personal information to the Trustee, or ensure that all other personal information is destroyed.

#### LIMITATION ON ENVIRONMENTAL LIABILITIES

20. THIS COURT ORDERS that nothing herein contained shall require the Trustee to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Trustee from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Trustee shall not, as a result of this Order or anything done in pursuance of the Trustee's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

#### LIMITATION ON THE TRUSTEE'S LIABILITY

21. THIS COURT ORDERS that the Trustee shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations



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under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Trustee by section 14.06 of the BIA or by any other applicable legislation.

22. **THIS COURT ORDERS** that the Trustee shall have no personal liability for any actions or omissions of the Deceased.

#### **TRUSTEE'S ACCOUNTS**

23. **THIS COURT ORDERS** that the Trustee and counsel to the Trustee shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Trustee and counsel to the Trustee shall be entitled to and are hereby granted a charge (the "Trustee's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Trustee's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person.
24. **THIS COURT ORDERS** that the Trustee and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Trustee and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.
25. **THIS COURT ORDERS** that prior to the passing of its accounts, the Trustee shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Trustee or its counsel, and such amounts shall constitute



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advances against its remuneration and disbursements when and as approved by this Court.

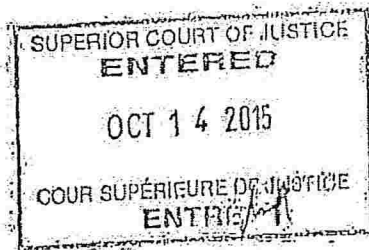
**GENERAL**

26. **THIS COURT ORDERS** that the Trustee may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
27. **THIS COURT ORDERS** that nothing in this Order shall prevent the Trustee from acting as a trustee in bankruptcy of the Deceased or the Estate, and that the Trustee notwithstanding section 49(1) of the BIA shall be permitted to assign the Estate into bankruptcy without leave of the court.
28. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Trustee and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Trustee, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Trustee and its agents in carrying out the terms of this Order.
29. **THIS COURT ORDERS** that the Trustee be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Trustee is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.



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30. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Trustee and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order;



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IN THE MATTER OF THE ESTATE OF PAUL ZIGOMANIS, deceased

Court File No: 05-145/15

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at TORONTO

**ORDER**

de VRIES LITIGATION LLP  
Barristers & Solicitors  
The Lumsden Building  
6 Adelaide Street East, Suite 1000  
Toronto, ON M5C 1H6

Angela Casey  
LSUC #: 46566H

Tel: 416.640.2752  
Fax: 416.640.2753

Lawyers for the Applicant

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**SCHEDULE "C"**

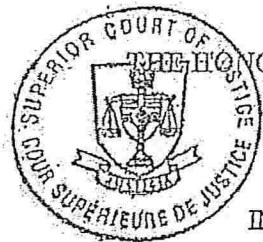
**THE COURT ORDER OF THE HONORABLE JUSTICE SPIES OF THE ONTARIO  
SUPERIOR COURT OF JUSTICE DATED AUGUST 15TH, 2017**

See attached.

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Court File No.: CV-05-145-15

ONTARIO  
SUPERIOR COURT OF JUSTICE



THE HONOURABLE JUSTICE SPIES

) Tuesday, the 15<sup>th</sup> day of  
) August, 2017

IN THE MATTER OF THE ESTATE OF PAUL ZIGOMANIS, deceased

BETWEEN:

GAIL MacDONALD

Applicant

- and -

VIOLET COOPER

Respondent

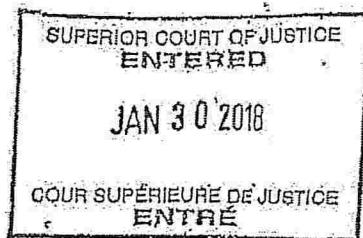
ORDER

THIS MOTION, made by the Estate Trustee During Litigation of the Estate of Paul Zigomanis (the "Estate Trustee") for the transfer of 3356 Brimley Road (the "Brimley House"), was heard on the 15<sup>th</sup> day of August, 2017, at 330 University, Toronto, Ontario,

ON READING the motion records and factums of the Estate Trustee, Certas Home and Auto Insurance Company, Co-Operators General Insurance Company, Intact Insurance Company, Allstate Insurance Company of Canada, and Giovanni Zambri, and on hearing oral submissions,

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1. THIS COURT ORDERS that the Brimley House was and has been held in trust for Paul Zigomanis since August 1, 1996;
2. THIS COURT ORDERS that title to the Brimley House be transferred to the Estate Trustee effective *nunc pro tunc* January 1, 2015; and
3. THIS COURT ORDERS the approval of the Estate Trustee's Second Report and Supplemental Report to the Second Report and the activities of the Estate Trustee for the period from October 14, 2015 to October 14, 2016.



Ray Williams  
Ray Williams, Registrar

*(Signature)*

GAIL MacDONALD  
Applicant

- and -

VIOLET COOPER  
Respondent

Court File No. 05-145-15

ONTARIO  
SUPERIOR COURT OF JUSTICE  
Proceeding commenced at Toronto

ORDER

BENNETT JONES LLP  
One First Canadian Place  
Suite 3400, P.O. Box 130  
Toronto, ON M5X 1A4

Lincoln Caylor (LSUC #370301)  
Email: ccaylor@bennettjones.com

Grace McKeown (LSUC #67851F)  
Email: mckeown@bennettjones.com  
Tel.: (416) 863-1200  
Fax: (416) 863-1716

Lawyers for the Estate Trustee During Litigation for Paul  
Zigonakis

SCHEDULE "D"

THE COURT ORDER OF THE HONORABLE JUSTICE GANS OF THE ONTARIO  
SUPERIOR COURT OF JUSTICE DATED AUGUST 8TH, 2018

See attached.





Court File No.: CV-05-145-15

ONTARIO  
SUPERIOR COURT OF JUSTICE

THE HONOURABLE JUSTICE GANS

) Wednesday, the 8<sup>th</sup> day of  
)  
) August, 2018

IN THE MATTER OF THE ESTATE OF PAUL ZIGOMANIS, deceased



GAIL MacDONALD

Applicant

-and-

VIOLET COOPER

Respondent

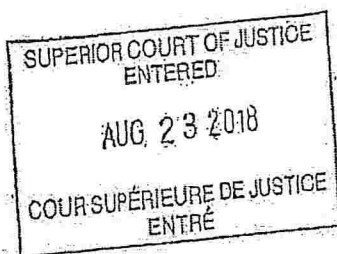
ORDER

THIS MOTION, made by Jonathan Cooperman of A. Farber & Partners Inc., in his capacity as the Estate Trustee During Litigation of the Estate of Paul Zigomanis (the "Estate Trustee During Litigation") for an order amending the Honourable Justice Spies' Order for the transfer of the lands legally described as PT LT 2S CON 5 SCARBOROUGH PT 1, 64R12397; TORONTO, CITY OF TORONTO, being all of PIN 06026-0031(LT), municipally known as 3356 Brimley Road (the "Brimley House"), dated August 15, 2017, was heard on the 8<sup>th</sup> day of August, 2018, at 330 University, Toronto, Ontario.

A handwritten signature, possibly "Li", is written in the bottom right corner of the page.

ON READING the motion record of the Estate Trustee During Litigation and on hearing oral submissions,

1. THIS COURT ORDERS that the Brimley House, registered in the names of John Zigomanis and Mary Zigomanis, now both deceased, was and has been held in trust for Paul Zigomanis, now deceased, since August 1, 1996;
2. THIS COURT ORDERS that title to the Brimley House be amended to enter Jonathan Cooperman, as Estate Trustee During Litigation, as the registered owner, effective *nunc pro tunc* January 1, 2015; and
3. THIS COURT ORDERS the approval of the Estate Trustee's Second Report and Supplemental Report to the Second Report and the activities of the Estate Trustee for the period from October 14, 2015 to October 14, 2016.



A large, stylized handwritten signature in black ink, appearing to be "J. Cooperman", written over a horizontal line.

A small, circular handwritten mark or initials in the bottom right corner of the page.

Applicant

GAIL MacDONALD

- and -

VIOLET COOPER

Respondent

Court File No. 05-145-15

**ONZARIO**  
**SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

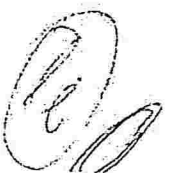
**ORDER**

**BENNETT JONES LLP**  
One First Canadian Place  
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Toronto, ON M5X 1A4

Lincoln Caylor (LSTUC #370301)  
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Lawyers for the Estate Trustee During Litigation for Paul  
Zigomantis



CREA Association

Confirmation of Co-operation  
and RepresentationToronto  
Real Estate  
Board

## Form 320

For use in the Province of Ontario

BUYER: Ligang Luo

SELLER: Jonathan Cooperman Of A. Farber &amp; Partners Inc.\*

For the transaction on the property known as 3356 BRIMLEY RD Toronto M1V 5B4

**DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, a landlord, or a prospective seller, vendor or landlord and "Buyer" includes a purchaser, a tenant, or a prospective buyer, purchaser or tenant, "sole" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

**DECLARATION OF INSURANCE:** The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002 (REBBA 2002) and Regulations.

## 1. LISTING BROKERAGE

- a) ☒ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- 1) ☐ The Listing Brokerage is not representing or providing Customer Service to the Buyer.  
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
  - 2) ☐ The Listing Brokerage is providing Customer Service to the Buyer
- b) ☐ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
  - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
  - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
  - The price the Buyer should offer or the price the Seller should accept;
  - And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.
- However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)


## 2. PROPERTY SOLD BY BUYER BROKERAGE - PROPERTY NOT LISTED

- ☐ The Brokerage does not represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid:
- or: ☐ by the Seller in accordance with a Seller Customer Service Agreement
- ☐ by the Buyer directly


Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)


INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

  
BUYER

  
CO-OPERATING/BUYER BROKERAGE

  
SELLER

  
LISTING BROKERAGE

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**CO-OPERATING BROKERAGE- REPRESENTATION:**

- a) ☒ The Co-operating Brokerage represents the interests of the Buyer in this transaction  
 b) ☐ The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction  
 c) ☐ The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer

**CO-OPERATING BROKERAGE- COMMISSION:**

- a) ☒ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property  
2.5% plus HST to be paid from the amount paid by the Seller to the Listing Brokerage  
 (Commission As Indicated in MLS® Information)  
 b) ☐ The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

**COMMISSION TRUST AGREEMENT:** If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

**SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)**

**HOMELIFE NEW WORLD REALTY INC.**  
 (Name of Co-operating/Buyer Brokerage)

201 CONSUMERS RD., STE. 205 TORONTO

Tel: (416) 490-1177

Fax: (416) 490-1928

(Authorized to bind the Co-operating/Buyer Brokerage)

**LIAN YANG**

(Print Name of Salesperson/Broker/Broker of Record Representative of the Brokerage)

**HARVEY KALLES REAL ESTATE LTD.**  
 (Name of Listing Brokerage)

2145 AVENUE ROAD TORONTO

Tel: (416) 447-2888

Fax: (416) 441-9926

(Authorized to bind the Listing Brokerage)

**DANIELLA GOLD**

(Print Name of Salesperson/Broker/Broker of Record Representative of the Brokerage)

**CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)**

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.

BUYER'S INITIALS

SELLER'S INITIALS

**ACKNOWLEDGEMENT**

I have received, read, and understand the above information.

(Signature of Buyer) Liang Yang Date: Oct 16, 2018

(Signature of Seller)

Date:

(Signature of Buyer)

Date:

(Signature of Seller)

Date:



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GAIL MacDONALD

Applicant

- and -

VIOLET COOPER

Respondent

Court File No. 05-145-15

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**ORDER**

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Zigomanis