

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

MELISSA ZWOLAK AND KENT STANLEY FOSTER

Applicants

- and -

LAVAUGHN NICOLE HANLEY

Respondent

APPLICATION RECORD

Returnable October 28, 2020

Vandeputte Law Professional Corporation
92 King Street West
Dundas, ON L9H 1T9

Casey J. Vandeputte LSO #: 617281
Tel: 905-628-0101
Fax: 905-628-0038
Email: casey@vdplaw.ca

Lawyer for the Applicants.

TO: LAVAUGHN NICOLE HANLEY
c/o Umar Zulqarnain (LSO #74023A)
Treadstone Law Professional Corporation
Barristers and Solicitors
5-201 2600 Skymark Avenue
Mississauga, ON L4W 5B2

Tel: 1-416-546-8524 Ext. 1445
Fax: 1-416-221-7281
Email: umar@treadstonelaw.ca

Lawyer for the Respondent.

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

MELISSA ZWOLAK AND KENT STANLEY FOSTER

Applicants

- and -

LAVAUGHN NICOLE HANLEY

Respondent

INDEX

Notice of Application, returnable on October 28, 2020.....	1
Affidavit of Helen Black, sworn October 21, 2020	2
Exhibit "A"	A
Exhibit "B"	B
Exhibit "C"	C
Exhibit "D"	D
Exhibit "E"	E
Exhibit "F"	F
Exhibit "G"	G
Exhibit "H"	H
Exhibit "I"	I
Exhibit "J"	J
Exhibit "K"	K

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N :

MELISSA ZWOLAK AND KENT STANLEY FOSTER

Applicants

- and -

LAVAUGHN NICOLE HANLEY

Respondent

AFFIDAVIT OF HELEN BLACK

I, Helen Black, of the City of Hamilton, in the Province of Ontario, MAKE OATH AND SAY:

1. I am a Real Estate clerk at Vandeputte Law Professional Corporation, lawyers for the Applicants, and as such I have knowledge of the matters to which I hereinafter depose, save and except those matters which are based on my information and belief and where so stated, I verily believe such matters to be true.
2. On or around August 19, 2020, the Applicants as vendors and Respondent as purchaser entered into an agreement of purchase and sale (the "APS") for the property municipally described as 69-72 Stone Church Road West, Hamilton, Ontario, being legally described as "Unit 69, Level 1, Wentworth Condominium Plan No. 168", being all of PIN 18168-0069 in the Land Registry Office #62 (Wentworth) (the "Subject Property").
3. The Applicants retained Matthew McKarney of Vandeputte Law Professional Corporation to close a real estate transaction for the sale of the Subject Property.

4. The APS provided for a deposit of \$15,000.00 to be paid in trust to Keller Williams Complete Realty, Brokerage. The deposit was paid by the Respondent, however due to a discrepancy in the Respondent's payment, the deposit amount actually credited to the Respondent was \$15,013.00.
5. The APS was conditional on financing and a review of the status certificate. By a Notice of Fulfillment ("NOF") dated August 24, 2020, the status certificate review condition was waived. By amendment dated August 26, 2020, the financing condition was extended. By amendment on August 28, 2020, the deposit amount was corrected to reflect the \$13 overpayment and the financing condition was deleted. The APS was now firm. Copies of the APS dated August 19, 2020, the NOF dated August 24, 2020, the amendment dated August 26, 2020 and the amendment dated August 28, 2020 are attached as **Exhibit "A"**.

The Respondent's Last-Minute Extension Request

6. The APS provided for a requisition date of September 17th, 2020. Our office received a requisition letter from the Respondent's lawyer, Mr. Haris Zulqarnain, on September 24.
7. The Applicants' closing documents were delivered to Mr. Zulqarnain office on September 29, 2020 by facsimile transmission.
8. Around midday on September 30, 2020, being the day before closing, Mr. Zulqarnain notified our office that his client was going to request an extension because his office had yet to receive mortgage instructions. A copy of Mr. Zulqarnain's email dated September 30, 2020 is attached as **Exhibit "B"**.
9. Mr. McKarney advised the Applicants of the incoming request for an extension and the reason for the request. The Applicants were purchasing a home and their purchase was scheduled to close the same day as the sale of the current residence. The Applicants had

been relying on the funds from the sale of the Subject Property to complete their purchase.

10. The Applicants scrambled to borrow money from a friend on short notice to cover the shortfall and allow their own purchase to close. Without the borrowed funds, the Applicants would be unable to complete their purchase transaction.
11. On October 1, 2020, the closing date for the sale, Mr. Zulqarnain formally requested an extension of the closing date until October 5, 2020.
12. As the Applicants were going to incur costs in borrowing the funds to close their purchase and in carrying the property, they instructed Mr. McKarney to request that the terms of an extension would include payment by the Respondent of the per diem on the existing mortgage on the Subject Property, the costs incurred by the Applicants in arranging funds on short notice in the amount of \$1,000, and the legal costs related to the extension in the amount of \$350. They also requested a further deposit of \$5,000. Mr. McKarney provided the terms of extension to Mr. Zulqarnain via email.
13. Mr. Zulqarnain advised that the Respondent was able to pay for the mortgage per diem and the legal costs of \$350, but was not able to pay a further deposit and refused to cover the Applicant's costs for arranging funds. Concerned with the Respondent's inability to pay any further deposit and the challenges she was facing in arranging her financing, the Applicants instructed Mr. McKarney to accept the terms of the extension but to not extend the closing date further.
14. On October 1, 2020, Mr. McKarney sent an email to Mr. Zulqarnain confirming the Applicant's terms of the extension to October 5. The terms provided that the Respondent will pay diem interest on the Applicant's mortgage, legal costs of \$350 and that all terms of the APS shall remain the same and time shall be of the essence. In particular, Mr.

McKarney stated that the Applicants will not grant any further extension beyond October 5, 2020. On behalf of the Respondent, Mr. Zulqarnain accepted the terms of extension. The email correspondence confirming the terms of the extension are attached as **Exhibit C**.

15. On October 1, 2020, the Applicants' closing documents were sent by email to Mr. Zulqarnain's clerk at her request.
16. Copies of the requisition letter of September 24 and the reply to requisitions is attached as **Exhibit "D"**. A copy of the vendor's closing documents and facsimile confirmation are attached as **Exhibit "E"**.

The Respondents Failure to Close on October 5, 2020

17. On October 5, 2020, Mr. Zulqarnain advised Mr. McKarney by email that he was only partially funded. Apparently, the Respondent was funding the purchase by financing two properties, with the assistance of a relative or friend, and as such the transaction involved two separate mortgages, only one of which was advanced on that date. On behalf of the Respondent, Mr. Zulqarnain requested a two-day extension until October 7, 2020. Mr. Zulqarnain advised that his client had no money for further damages or cost adjustments.
18. The Applicants were unwilling to offer a gratuitous further extension. The Respondent had waived her financing condition recklessly. Despite advising that no further extensions would be available, she had still been unable to arrange to close the transaction on the extended closing date. The Applicants were unwilling to offer a further extension unless all costs involved were paid by the Respondent.
19. Mr. McKarney responded via email to Mr. Zulqarnain that the Applicants would only grant an extension if the Respondent provided reimbursement of their mortgage per diem interest and paid the Applicants' carrying costs and costs of arranging the emergency

funds for their purchase, which were now \$1,500. Mr. McKarney stated that the Applicants would relist if the Respondent failed to agree to the reimbursement of the Applicants' reasonable costs. Mr. McKarney confirmed that the Applicants were ready to close if the balance due on closing was paid on October 5, 2020. The email correspondence dated October 5, 2020, providing the terms of the Applicants' final offer for an extension is attached as **Exhibit "F"**.

20. The Respondent was unable to pay the balance due on closing and failed to close the transaction.

Correspondence Following the Respondent's Failure to Close

21. On October 6, 2020, Mr. Zulqarnain advised via email that the Respondent had funds to compensate the Applicants for their mortgage per diem, but could not pay for any other costs. Mr. McKarney advised Mr. Zulqarnain via email that the Applicants were not accepting the Respondent's offer to close on this basis.
22. On October 7, 2020, Mr. Zulqarnain advised via email that the Respondent now had \$500 to pay towards the Applicants' costs. Mr. McKarney replied confirming that the Applicants rejected the Respondent's offer. Mr. Zulqarnain replied, requesting an amended statement of adjustments.
23. On the morning of October 8, 2020, Mr. Zulqarnain advised Mr. McKarney via email that the Applicant was in funds and that the Applicant wished to proceed with closing. Mr. McKarney responded via email to reiterate the Applicants' position regarding the Respondent's breach of the APS.
24. The correspondence of October 6, 7 and 8 are attached as **Exhibit "G"**.

25. Successive correspondence included a letter from the Respondent, apologizing to the Applicants for her delay in closing and acknowledging that the Applicants were not obligated to provide a further extension. The letter of apology is attached as **Exhibit "H"**.

The Respondent's Registration of the Caution

26. Upon the Respondent's failure to close on October 5, the Applicants promptly reengaged their real estate agent and relisted their home.

27. On October 8, 2020, the Applicants entered into a new agreement of purchase and sale with Michelle Lee and David Clark, closing October 30, 2020. The new agreement became firm on October 14, 2020. A copy of the agreement and notice of fulfillment is attached as **Exhibit "I"** (the "Lee/Clark Agreement").

28. On October 16, 2020, Mr. Zulqarnain registered a caution on title to the Subject Property. The caution claims an unregistered interest in land. The caution is registered as instrument WE1461997 and is attached with a copy of the parcel register as **Exhibit "J"**.

29. The purchasers of under the Lee/Clark Agreement have requisitioned that the caution be vacated from title. A copy of the requisition letter from the purchasers is attached as **Exhibit "K"**.

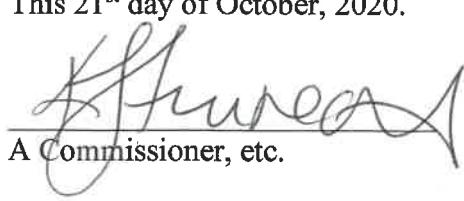
30. I make this affidavit in support of this Application to vacate the caution registered as instrument WE1461997 and the release of the deposit held in trust by Keller Williams Complete Realty, Brokerage to the Applicants and for no other or improper purpose.

SWORN BEFORE ME

At the City of Hamilton)
In the Province of Ontario)
This 21st day of October, 2020.)
)
)



HELEN BLACK

A Commissioner, etc.


Kelly Jean Furneaux,
a Commissioner etc., Province of Ontario,
for Vandeputte Law Professional Corporation,
Expires August 13, 2022.

Zwolak et al

Applicant

Hanley

Respondent

Court File No.: CV-20-74199

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT HAMILTON

AFFIDAVIT OF HELEN BLACK
Sworn on October 21, 2020

VANDEPUTTE LAW PROFESSIONAL CORPORATION
Barristers and Solicitors
92 King Street West
Dundas, ON L9H 1V3

Tel: 905-628-0101
Fax: 905-628-0038

CASEY VANDEPUTTE
LSUC #: 617281

casey@vandeputtelawpc.ca

Solicitor for the Applicant

EXHIBIT A

Agreement of Purchase and Sale dated August 19, 2020

Notice of Fulfillment dated August 24, 2020

Amendment dated August 26, 2020

Amendment dated August 28, 2020

This is Exhibit "A" referred to in the
Affidavit of Helen Black
Sworn before me this 21st day of October,
2020.



A Commissioner, etc.

Kelly Jean Furneaux,

a Commissioner etc., Province of Ontario,
for Vandeputte Law Professional Corporation,
Expires August 13, 2022.

Form 101

for use in the Province of Ontario

Agreement of Purchase and Sale Condominium Resale

This Agreement of Purchase and Sale dated this 19 day of August 20.20

BUYER: LAVAUGHN NICOLE HANLEY , agrees to purchase from
(Full legal names of all Buyers)

SELLER: MELISSA ZWOLAK KENT STANLEY FOSTER , the following
(Full legal names of all Sellers)

PROPERTY:

a unit in the condominium property known as Townhouse No. 69
(Apartment/Townhouse/Suite/Unit)

located at 72 STONE CHURCH ROAD WEST Hamilton ON L9B2H8

in the City of Hamilton

being WCP Condominium Plan No 168

Unit Number 69 Level No. 1 Building No. 75 together with ownership

or exclusive use of Parking Space(s) Owned - Space #1 , together with ownership or exclusive use of
(Number(s), Level(s))

Locker(s) None , together with Seller's proportionate undivided tenancy-in-common interest
(Number(s), Level(s))

in the common elements appurtenant to the Unit as described in the Declaration and Description including the exclusive right to use such other parts of the common elements appurtenant to the Unit as may be specified in the Declaration and Description: the Unit, the proportionate interest in the common elements appurtenant thereto, and the exclusive use portions of the common elements, being herein called the "Property".

PURCHASE PRICE: Dollars (CDN\$) 479,900.00

Four Hundred Seventy-Nine Thousand Nine Hundred Dollars

DEPOSIT: Buyer submits upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Fifteen Thousand Dollars (CDN\$) 15,000.00

by negotiable cheque payable to Keller Williams Complete Realty, Brokerage "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.

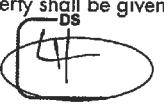
SCHEDULE(S) A & B attached hereto form(s) part of this Agreement.

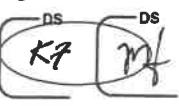
1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 9:00 on the 19
(Seller/Buyer) (a.m./p.m.) X

day of August 20.20 , 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 1 day of October

20.20 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): 

 The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2020, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

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.: FAX No.: 416-232-1281
 (For delivery of Documents to Seller) (For delivery of Documents to Buyer)

Email Address: gary@teamvandervelde.com Email Address:
 (For delivery of Documents to Seller) (For delivery of Documents to Buyer)

4. CHATTELS INCLUDED:

Fridge, Stove, Over Range Microwave, Dishwasher, Washer, Dryer, All Electrical Light Fixtures, All Window Coverings, Garage Door Opener & Remotes, Gas Burner and Equipment and Central Air Conditioner and Broadloom Where Laid.

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:

4 bathroom shelves

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:

Furnace, Hot Water Heater, Thermostat

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

7. COMMON EXPENSES: Seller warrants to Buyer that the common expenses presently payable to the Condominium Corporation in respect of the

Property are approximately \$ 390.00 per month, which amount includes the following:

Building Insurance, Common Elements, Exterior Maintenance, Parking, Water

8. PARKING AND LOCKERS: Parking and Lockers are as described above or assigned as follows: 2 Owned Parking; Driveway & Garage

..... at an additional cost of:

DS
44

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

DS DS
KJ MJ



The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2020, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

9. HST: If the sale of the Property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be included in the Purchase Price. If the sale of the Property is not subject to HST, Seller agrees to certify on or before (included in/in addition to) 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.

10. TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the 17 day of September , 2020, (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. If within that time 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, 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 at 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. 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.

11. TITLE: Buyer agrees to accept title to the Property subject to all rights and easements registered against title for the supply and installation of telecommunication services, electricity, gas, sewers, water, television cable facilities and other related services; provided that title to the Property is otherwise good and free from all encumbrances except: (a) as herein expressly provided; (b) any registered restrictions, conditions or covenants that run with the land provided such have been complied with; (c) the provisions of the Condominium Act and its Regulations and the terms, conditions and provisions of the Declaration, Description and By-laws, Occupancy Standards By-laws, including the Common Element Rules and other Rules and Regulations; and (d) any existing municipal agreements, zoning by-laws and/or regulations and utilities or service contracts.

12. 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, nonregisterable 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 Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

13. STATUS CERTIFICATE AND MANAGEMENT OF CONDOMINIUM: Seller represents and warrants to Buyer that there are no special assessments contemplated by the Condominium Corporation, and there are no legal actions pending by or against or contemplated by the Condominium Corporation. The Seller consents to a request by the Buyer or the Buyer's authorized representative for a Status Certificate from the Condominium Corporation. Buyer acknowledges that the Condominium Corporation may have entered into a Management Agreement for the management of the condominium property.

14. 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. Seller agrees to deliver to Buyer, if it is possible without incurring any costs in so doing, copies of all current condominium documentation of the Condominium Corporation, including the Declaration, Description, By-laws, Common Element Rules and Regulations and the most recent financial statements of the Condominium Corporation. 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 setting 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.

15. MEETINGS: Seller represents and warrants to Buyer that at the time of the acceptance of this Offer the Seller has not received a notice convening a special or general meeting of the Condominium Corporation respecting; (a) the termination of the government of the condominium property; (b) any substantial alteration in or substantial addition to the common elements or the renovation thereof; OR (c) any substantial change in the assets or liabilities of the Condominium Corporation; and Seller covenants that if Seller receives any such notice prior to the date of completion Seller shall forthwith notify Buyer in writing and Buyer may thereupon at Buyer's option declare this Agreement to be null and void and all monies paid by Buyer shall be refunded without interest or deduction.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

 The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2020, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

16. 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.**

17. APPROVAL OF THE AGREEMENT: In the event that consent to this sale is required to be given by the Condominium Corporation or the Board of Directors, the Seller will apply forthwith for the requisite consent, and if such consent is refused, then this Agreement shall be null and void and the deposit monies paid hereunder shall be refunded without interest or other penalty to the Buyer.

18. INSURANCE: The Unit and all other things being purchased shall be and remain at the risk of the Seller until completion. In the event of substantial damage to the Property Buyer may at Buyer's option either permit the proceeds of insurance to be used for repair of such damage in accordance with the provisions of the Insurance Trust Agreement, or terminate this Agreement and all deposit monies paid by Buyer hereunder shall be refunded without interest or deduction. 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.

19. 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.

20. 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.

21. ADJUSTMENTS: Common Expenses; realty taxes, including local improvement rates; mortgage interest; rentals; unmetered public or private utilities and fuel where billed to the Unit and not the Condominium Corporation; are to be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Buyer. There shall be no adjustment for the Seller's share of any assets or liabilities of the Condominium Corporation including any reserve or contingency fund to which Seller may have contributed prior to the date of completion.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE: The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.

28. 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.**

29. 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.

30. 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):



The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by the Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2020, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

31. 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:

(Witness)

(Witness)

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


Buyer
6E32CE6230E24B0...

8/19/2020

(Seal) (Date)

(Seal) (Date)

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:

(Witness)

(Witness)

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


Buyer
RESSA ZWOLAK
Seller
KENT STANLEY FOSTER
CB78045E500F46B...

8/19/2020 | 5:29 PM PDT

(Seal) (Date)

8/19/2020 | 5:14 PM PDT
(Seal) (Date)

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)

(Spouse)

(Seal) (Date)

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 this *DocuSigned by:* day of 20.....

(a.m./p.m.)


(Signature of Seller or Buyer)
CB78045E500F46B...

INFORMATION ON BROKERAGE(S)		
Listing Brokerage	Keller Williams Complete Realty	(905) 308-8333
Nicole Vandervelde & Gary Vandervelde	(Salesperson/Broker/Broker of Record Name)	(Tel. No.)
Co-op/Buyer Brokerage	RE/MAX PROFESSIONALS INC.	416-232-9000
Elizabeth Jane Johnson/ Irish Lagman	(Salesperson/Broker/Broker of Record Name)	(Tel. No.)

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.

DocuSigned by: 8/19/2020 | 5:29 PM PDT


Buyer
6E32CE6230E24B0...

(Seller)
CB78045E500F46B...

Address for Service

8/19/2020 | 5:14 PM PDT

(Date)

Seller's Lawyer

(Tel. No.)

(Tel. No.)

Address

Buyer's Lawyer

Email

Address

Email

(Tel. No.)

(Fax. No.)

(Tel. No.)

(Fax. No.)

Property Manager:

(Name)

(Address)

(Tel No., FAX No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

DocuSigned by: Irish Lagman

(Authorized to bind the Co-operating Brokerage)

CB78045E500F46B...

 The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by the Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2020, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

Schedule A
Agreement of Purchase and Sale –
Condominium Resale

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

BUYER: LAVAUGHN NICOLE HANLEY and
SELLER: MELISSA ZWOLAK KENT STANLEY FOSTER
 for the purchase and sale of 72 STONE CHURCH ROAD WEST 69
 Hamilton ON L9B2H8 dated the 19 day of August, 20 20

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, 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.

This offer is conditional upon the Buyer being able to arrange, at the Buyer's own expense, satisfactory financing, in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing, no later than 11:59 p.m., delivered to the Seller within (5) FIVE business days after acceptance of this offer that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest or deduction. This condition is included for the benefit of the Buyer and may be waived at his option by notice in writing to the Seller within the time period stated herein.

This offer is conditional upon the Buyer's lawyer reviewing the Status Certificate and Attachments and finding the Status Certificate and Attachments satisfactory in the Buyer's and Buyer's Lawyer's sole and absolute discretion. The Seller agrees to request at the Seller's expense, the Status Certificate and Attachments upon acceptance of this Offer. Unless the buyer gives notice in writing to the Seller no later than 11:59 p.m. on the [3] Third business day [Excluding Saturdays, Sundays and Statutory Holidays] following receipt by the buyer of the Status Certificate and attachments, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

The Seller agrees to co-operate fully in providing access to the subject property in the event that an appraisal is required by the Buyer for purposes of financing or obtaining Home Insurance. Said access shall be at the convenience of the Buyer or Buyer's designated representative provided 24 hours verbal notice has been given to the Seller or Seller's Agent. This is in addition to the Buyer access visits.

The Seller agrees to allow the Buyer access to the property on TWO (2) occasions, prior to closing, for the purpose of taking measurements, provided 24 hours notice is given.

The Seller shall provide the Buyer on closing with a complete set of all current keys, including any mailbox or garage door keys and openers, along with all warranties & manuals for items included with the sale that are in their possession.

The Seller represents and warrants that, with respect to the unit, the Condominium Act, Declaration, Bylaws and Rules of the Condominium Corporation have been complied with, and that no improvements, additions, alterations or repairs that require the consent of the Condominium Corporation have been carried out in the said unit, the exclusive use areas or the common elements, unless the required consent has been obtained from the Condominium Corporation. This warranty shall survive and not merge on the completion of this transaction.

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2020, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.



Form 101
for use in the Province of Ontario

Schedule A

Agreement of Purchase and Sale – Condominium Resale

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

BUYER: LAVAUGHN NICOLE HANLEY and
SELLER: MELISSA ZWOLAK KENT STANLEY FOSTER
 for the purchase and sale of 72 STONE CHURCH ROAD WEST 69
 Hamilton ON L9B2H8 dated the 19 day of August 20 20
 DS DS

The Seller represents and warrants that the fixtures and chattels as included in this Agreement of Purchase and Sale will not be substituted and will be in good working order and free from all liens and encumbrances on completion. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction.

The Seller represents and warrants that during the time the Seller has owned the property, the use of the property, and the buildings and structures thereon has not been for the growth or manufacture of any illegal substances, and that to the best of the Seller's knowledge and belief, the use of the property and the buildings and structures thereon has never been for the growth or manufacture of illegal substances. This warranty shall survive and not merge on the completion of this transaction.

The seller represents and warrants that during the time the seller has owned the property, the use of the property, including the buildings and structures thereon, has not been used for the growth, cultivation, propagation, harvesting or production of any Cannabis plant and to the best of the seller's knowledge and belief, the use of the property, including the buildings and structures thereon has never been used for the growth, cultivation, propagation, harvesting or production of any Cannabis plant. This warranty shall survive and not merge upon the completion of this transaction.

Seller represents and warrants to Buyer that there are no special assessments contemplated by the Condominium Corporation, and there are no legal actions pending by or against or contemplated by the Condominium Corporation.

The parties acknowledge and agree that all closing documentation can be signed electronically and forwarded by email or fax in accordance with the Electronic Commerce Act, 2000, S.O.2000,c.17.

The parties agree that the keys to the property shall be left in a lockbox at the property and the code to the same is to be provided to the Buyer's lawyer in escrow pending closing of this transaction.

The premises shall be left in broom swept condition and all appliances will be cleaned and include all-electric light fixtures and all other permanent fixtures attached to the property and belonging to the Seller on closing. Seller agrees to remove all articles and belongings not included with the Purchase and Sale.

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by the Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2020, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

Form 105

for use in the Province of Ontario

Schedule B
Agreement of Purchase and Sale

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

LAVAUGHN NICOLE HANLEY

BUYER: and

MELISSA ZWOLAK & KENT STANLEY FOSTER

SELLER:

72 Stone Church Road West #69 Hamilton ON L9B 2H8

for the property known as

19

day of

August

20

The parties to this agreement hereby acknowledge and agree that the deposit holder, Keller Williams Complete Realty, Brokerage, shall place the deposit into its interest bearing real estate trust account, which earns interest at the current rate of prime less 2.25% per annum or as adjusted from time to time by Meridian Credit Union Limited. The parties to this agreement agree that should the amount of interest calculated be more than the \$75.00 administrative fee, the Deposit Holder shall pay the beneficial owner of the trust money the interest accrued upon the successful completion of this transaction; otherwise the Deposit Holder will retain it and that this Schedule forms part of the terms of the trust. The parties further agree that; 1. No interest shall be paid to the beneficial owner of the trust unless they provide the Deposit Holder with a Social Insurance Number (SIN) for use on the T5 forms by no later than thirty (30) days following the completion of this transaction, 2. If the SIN is not received within 30 days following completion, said interest shall be forfeited to the Deposit Holder and 3. Any interest cheques issued by the Deposit Holder that are not cashed within six (6) months following completion of this transaction shall be forfeited to the Deposit Holder.

In accordance with the Federal Privacy Act (PIPEDA), the parties hereto agree to allow the Brokerages to distribute and use sale related information regarding this property, including the sale price before the day of closing and in future marketing materials.

The parties hereto acknowledge that, 1. They have had the opportunity to consult with applicable professional advisers prior to signing this Agreement, 2. All measurements, square footage and information provided by Keller Williams Complete Realty, Brokerage 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, Keller Williams Complete Realty, Brokerage does not warrant their accuracy, 3. The types of representation as defined in the Real Estate and Business Brokers Act, 2002, (REBBA 2002) were explained prior to this offer being signed.

The Seller hereby acknowledges that it may be a requirement of the Buyer's lender to have an appraiser access the entire subject property prior to closing. The Seller covenants and agrees to provide access for such purposes and this may be in addition to the Buyer's specified visits.

The parties hereto consent and agree to the use of electronic signatures pursuant to the Electronics Commerce Act 2000, S.O. 2000, cl7 as amended from time to time with respect to this agreement and any other documents respecting this transaction.

The parties agree that any deposit to be delivered by the Buyer to the Deposit Holder must be a Certified Cheque or Bank Draft or may be delivered by Wire Transfer or Direct Deposit, to an account designated by the Deposit Holder. Provided further that the Buyer making the Wire Transfer shall add the Bank's service fee of \$13.00 (thirteen dollars) to the deposit amount and also supply such information to the Deposit Holder as required to comply with REBBA 2002, as amended from time to time and/or to comply with other statutory requirements.

For purposes of this Agreement, the terms "Banking/Business Days" shall mean until 11:59 p.m. on any calendar day, other than Saturday, Sunday, or Statutory Holiday in the Province of Ontario.

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

INITIALS OF BUYER(S):

DS
LH

INITIALS OF SELLER(S):

DS
KF
MF



The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2020, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

Notice of Fulfillment of Condition(s)

Agreement of Purchase and Sale

BUYER: LAVAUGHN NICOLE HANLEY

SELLER: MELISSA ZWOLAK KENT STANLEY FOSTER

REAL PROPERTY: 75 72 STONE CHURCH ROAD WEST 69

Hamilton ON L9B2H8

In accordance with the terms and conditions of the Agreement of Purchase and Sale dated the 19 day of August,

20.20, regarding the above property, I/We hereby confirm that I/We have fulfilled the condition(s) which read(s) as follows:
 This offer is conditional upon the Buyer's lawyer reviewing the Status Certificate and Attachments and finding the Status Certificate and Attachments satisfactory in the Buyer's and Buyer's Lawyer's sole and absolute discretion. The Seller agrees to request at the Seller's expense, the Status Certificate and Attachments upon acceptance of this Offer. Unless the buyer gives notice in writing to the Seller no later than 11:59 p.m. on the [3] Third business day[Excluding Saturdays, Sundays and Statutory Holidays] following receipt by the buyer of the Status Certificate and attachments, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

All other terms and conditions in the aforementioned Agreement of Purchase and Sale to remain unchanged.

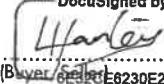
For the purposes of this Notice of Fulfillment of Condition, "Buyer" includes purchaser and "Seller" includes vendor.

6:40pm

DATED at Mississauga, Ontario, at this 24th day of August 20.20

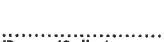
(a.m./p.m.) X

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Buyer/Seller) 8/24/2020

(Seal) (Date)

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

(Buyer/Seller) 8/24/2020

(Seal) (Date)

8/24/2020 | 7:25 PM EDT

Receipt acknowledged at this day of 20 by:

Print Name: Nicole vandervelde Signature: Nicole Vandervelde

 The trademarks REALTOR®, REALTORS®, MLS® and Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2020, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

**Form 120**

for use in the Province of Ontario

Amendment to Agreement of Purchase and Sale**BETWEEN:****BUYER:** LAVAUGHN NICOLE HANLEY**AND****SELLER:** MELISSA ZWOLAK

KENT STANLEY FOSTER

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 19 day of August, 2020,

concerning the property known as 75 72 STONE CHURCH ROAD WEST 69

Hamilton ON L9B2H8 as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:**DELETE:**

This offer is conditional upon the Buyer being able to arrange, at the Buyer's own expense, satisfactory financing, in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing, no later than 11:59 p.m., delivered to the Seller within (5) FIVE business days after acceptance of this offer that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest or deduction. This condition is included for the benefit of the Buyer and may be waived at his option by notice in writing to the Seller within the time period stated herein.

INSERT:

This offer is conditional upon the Buyer being able to arrange, at the Buyer's own expense, satisfactory financing, in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing, no later than 7:00 p.m., delivered to the Seller by Friday August 28, 2020, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest or deduction. This condition is included for the benefit of the Buyer and may be waived at his option by notice in writing to the Seller within the time period stated herein.

DS
mf

DS
44

DS
KF

INITIALS OF BUYER(S):



The trademarks REALTOR®, REALTORS®, MLS® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2020, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by **Buyer** until 11:59
(Seller/Buyer) (a.m./p.m.)

on the 26th day of August, 2020, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor.

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 solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of:

[Witness]

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


L. Hanley
Buyer/Seller
6E32CE6230E24B0...

8/26/2020

(Seal) (Date)

[Witness]

[Buyer/Seller]

(Seal) (Date)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:

[Witness]

DocuSigned by:

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


N. Foster
Buyer/Seller
CB79045E500F46B...

8/26/2020 | 5:45 PM PDT

[Witness]

[Buyer/Seller]

(Seal) 8/26/2020 | 5:48 PM PDT

(Seal) (Date)

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

[Witness]

[Spouse]

(Seal) (Date)

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 this 8/26/2020 | 5:45 PM PDT, 20.....

(a.m./p.m.)

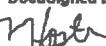
DocuSigned by:



CB79045E500F46B...

(Signature of Seller or Buyer)

DocuSigned by:



ACKNOWLEDGEMENT

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

DocuSigned by:

(Seller) MELISSA ZWOLAK (Date)

(Seller) KENT STANLEY FOSTER (Date)

Address for Service

(Tel. No.)

Seller's Lawyer

Address

Email

(Tel. No.)

(Fax. No.)

(Tel. No.)

Buyer's Lawyer

Address

Email

 The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2020, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

Form 120

for use in the Province of Ontario

Amendment to Agreement of Purchase and Sale

BETWEEN:

BUYER: LAVAUGHN NICOLE HANLEY

AND

SELLER: MELISSA ZWOLAK

KENT STANLEY FOSTER

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 19 day of August, 2020,

concerning the property known as 75 72 STONE CHURCH ROAD WEST 69

Hamilton ON L9B2H8 as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

DELETE:

This offer is conditional upon the Buyer being able to arrange, at the Buyer's own expense, satisfactory financing, in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing, no later than 7:00 p.m., delivered to the Seller by Friday August 28, 2020, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest or deduction. This condition is included for the benefit of the Buyer and may be waived at his option by notice in writing to the Seller within the time period stated herein.

Deposit \$15,000.00

INSERT:

Deposit \$15,013.00

INITIALS OF BUYER(S):

DS
LH

INITIALS OF SELLER(S):

DS
KF
DS
MF



The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2020, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by **Buyer** until 11:59
(Seller/Buyer) (a.m./p.m.)

on the 28th day of August, 2020, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor.

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 solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of:

[Witness]

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

DocuSigned by:

Buyer/Seller
6E32CE6230E24B0...

8/28/2020

(Seal) (Date)

[Witness]

[Buyer/Seller]

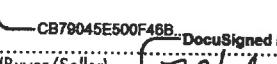
(Seal) (Date)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:

[Witness]

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

DocuSigned by:

Buyer/Seller
CB79045E500F46B...

8/28/2020 | 4:46 PM PDT

[Witness]

[Buyer/Seller]

(Seal) (Date)

8/28/2020 | 4:49 PM PDT

(Seal) (Date)

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

[Witness]

[Spouse]

(Seal) (Date)

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 this day of 20.....

(a.m./p.m.)

DocuSigned by:


Seller or Buyer
6D98EAC51D9D4DB...

8/28/2020 | 4:49 PM PDT

(Signature of Seller or Buyer)

ACKNOWLEDGEMENT

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

DocuSigned by:

(Seller) MELISSA ZWOLAK
6D98EAC51D9D4DB...

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

8/28/2020
(Buyer) JOHN NICOLE HANLEY
6E2CE6230E24B0...
(Buyer)
PDT
(Buyer)
Address for Service

(Seller) KENT STANLEY FOSTER
8/28/2020 | 4:49 PM PDT
Address for Service

Seller's Lawyer
(Tel. No.)

Address
Email

(Tel. No.) (Fax. No.)

 The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by
REALTOR® quality of services they provide. Used under license.

© 2020, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction
by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter
when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

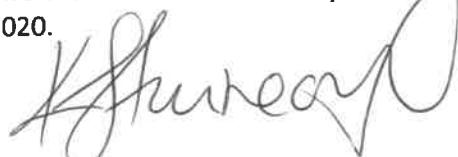
Buyer's Lawyer
(Tel. No.)
Address
Email

(Tel. No.) (Fax. No.)

EXHIBIT B

Email from Mr. Zulqarnain dated September 30, 2020

This is Exhibit "B" referred to in the
Affidavit of Helen Black
Sworn before me this 21st day of October,
2020.



A Commissioner, etc.

Kelly Jean Furneaux,

a Commissioner etc., Province of Ontario,
for Vandeputte Law Professional Corporation,
Expires August 13, 2022.



Helen Black <helen@vandeputtelawpc.ca>

URGENT: 72 Stone Church Rd.

1 message

Haris Zulqarnain <haris@treadstonelaw.ca>
To: "matt@vdplaw.ca" <matt@vdplaw.ca>
Cc: Helen Black <helen@vandeputtelawpc.ca>

Wed, Sep 30, 2020 at 12:17 PM

Good Afternoon,

Our firm represents the Purchaser of the above-mentioned transaction. I am emailing you to inform you that our client will not be in the position to close tomorrow. We have not received mortgage instructions and will be requesting an extension for the close. We are working with our client and the lender to understand when we will be able to close.

Please confirm receipt of this email.

Thank you.

Cheers,
Haris



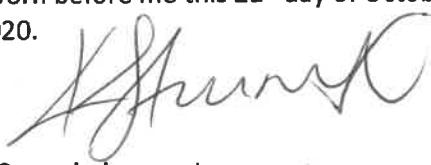
Haris Zulqarnain

Treadstone Law
p: 416-546-8524 ext 1444 m: 905-290-1444
f: 416-221-7281
a: 2600 Skymark Avenue, Suite 5-201
Mississauga, Ontario L4W 5B2
w: treadstonelaw.ca e: haris@treadstonelaw.ca

EXHIBIT C

Email correspondence confirming terms of the extension

This is Exhibit "C" referred to in the
Affidavit of Helen Black
Sworn before me this 21st day of October,
2020.



A Commissioner, etc.

Kelly Jean Furneaux,

a Commissioner etc., Province of Ontario,
for Vandeputte Law Professional Corporation,
Expires August 13, 2022.



Matt McKarney <matt@vandeputtelawpc.ca>

Re: URGENT: 72 Stone Church Rd.

1 message

Haris Zulqarnain <haris@treadstonelaw.ca>
To: Matt McKarney <matt@vandeputtelawpc.ca>
Cc: Helen Black <helen@vandeputtelawpc.ca>

Thu, Oct 1, 2020 at 4:34 PM

Good Afternoon Matt,

I confirm my client's acceptance of the 3 terms outlined.

Haris Zulqarnain

Treadstone Law
2600 Skymark Avenue, Suite 5-201
Mississauga, Ontario

W: treadstonelaw.ca
E: haris@treadstonelaw.ca

P: 416-546-8524 ext. 1444
C: 905-290-1444
F: 416-221-7281

From: Matt McKarney <matt@vandeputtelawpc.ca>
Sent: Thursday, October 1, 2020 4:15:29 PM
To: Haris Zulqarnain <haris@treadstonelaw.ca>
Cc: Helen Black <helen@vandeputtelawpc.ca>
Subject: Re: URGENT: 72 Stone Church Rd.

Good Afternoon Haris,

My clients are in agreement. To summarize and clarify then:

1. The sellers shall grant an extension to closing to October 5th, 2020;
2. The buyer shall reimburse the sellers, by way of adjustment, for my clients mortgage per diem (approx. \$24/day);
3. The buyer shall reimburse the sellers, by way of adjustment, \$350, as a credit for the legal/administrative costs resulting from the extension.

All other terms of the agreement shall remain the same and time shall remain of the essence. As previously advised, my clients will not grant any further extensions past the 5th.

Please confirm your client's acceptance of the above by responding to this email. We confirm this email correspondence, and your response, shall be binding on the parties.

Thank you,
Matt

Please be advised that our office is open during normal business hours but some of our staff are working from home part-time. If you need to contact me via phone, please leave a message at 905-628-0101, ext. 108, and I will return your call as soon as I am able.

Please note that we are offering in-person appointments when necessary. Additional precautions are in place in accordance with public health recommendations.

10/21/2020

Vandeputte Law Professional Corporation Mail - Re: URGENT: 72-Stone Church Rd.

We appreciate your patience as we continue to serve your legal needs.

Matthew McKarney
Barrister and Solicitor

Vandeputte Law Professional Corporation

92 King Street West, Dundas, ON L9H 1T9

Tel: 905-628-0101 x. 108

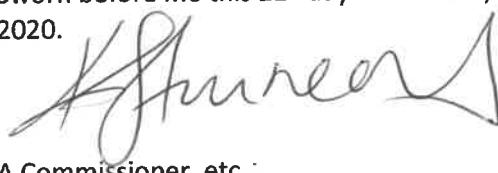
Fax: 905-628-0038

This email is directed in confidence to the person named above and may not otherwise be distributed, copied or disclosed. The content of this email may also be subject to solicitor-client privilege and all rights to that privilege are expressly claimed. If you have received this email in error, please return the email to us and delete the original without making a copy.

EXHIBIT D

Requisition Letter dated September 24, 2020 and the Reply to Requisitions

This is Exhibit "D" referred to in the
Affidavit of Helen Black
Sworn before me this 21st day of October,
2020.



A Commissioner, etc.

Kelly Jean Furneaux,

a Commissioner etc., Province of Ontario,
for Vandeputte Law Professional Corporation,
Expires August 13, 2022.

Treadstone Law

Treadstone Law Professional Corporation
www.treadstonelaw.ca
2600 Skymark Avenue, Suite 3-201
Mississauga, Ontario, L4W5B2
Phone: 416-546-8524 | Fax: 416-221-7281

September 24, 2020

Vandeputte Law
Barristers & Solicitors
92 King Street West.
Dundas, Ontario
L9H 1T9

Attention: Matthew McKarney

Dear Sir or Madam:

Re: Hanley purchase from Foster/Zwolak
72 Stone Church Rd W, Hamilton
Closing Date: October 1, 2020
Our File No.: 19

Without prejudice to the rights of our client under the Agreement of Purchase and Sale, and reserving the right to submit such further and other requisitions as may be deemed necessary from time to time as well as the right to waive any or all of them, we wish to raise the following requisitions:

1. REQUIRED: Draft Deed/Transfer of Land, engrossed as follows and transfer to be messaged to Umar Zulqarnain.

Full Name

HANLEY, Lavaughn Nicole

Birthdate

2. REQUIRED: Statement of Adjustments, in duplicate.
3. REQUIRED: On or before closing, satisfactory evidence of compliance with the following legislation:
 - a) The Family Law Act, Ontario;
 - b) Section 116 of the Income Tax Act, Canada;
 - c) The Planning Act, Ontario, including completion of the Planning Act statements in the Deed/Transfer of Land;

- d) The Construction Act, Ontario.
4. REQUIRED: On or before closing, satisfactory evidence that there are no executions affecting title to the subject property.
5. REQUIRED: On or before closing, production and delivery of evidence that all buildings situate on the lands herein are located entirely within the limits thereof, that possession has been consistent with registered title to the property and that there are no encumbrances, liens, rights of way, easements, encroachments, restrictions, or agreements of any kind affecting the property which are not disclosed by the registered title.
6. REQUIRED: On or before closing, evidence that there are no work orders outstanding and that the lands and premises and all structures erected thereon comply with all by-laws, standards and regulations enacted or passed by the City of Hamilton and any other governmental body or department having jurisdiction thereover.
7. REQUIRED: On or before closing, evidence that:
- there are no arrears of municipal taxes or other municipal charges or assessments, including penalties, and that taxes have been paid in accordance with the Statement of Adjustments;
 - payment of water, hydro, and gas are not in arrears and that each shall be paid to the date of closing;
8. REQUIRED: On or before closing, satisfactory evidence that the property has not been insulated with urea-formaldehyde foam insulation.
9. REQUIRED: On or before closing, satisfactory evidence that the fixtures affixed to the lands and buildings, and the chattel property included in the purchase price are the property of the vendors and are not subject to any conditional sales contract, chattel mortgage or lien note and that the vendors are the absolute owners of all such fixtures and chattels, free of any encumbrances.
10. REQUIRED: An opportunity for our client to perform a final inspection of the premises.
11. REQUIRED: On closing, keys and vacant possession, subject to any tenancy which the purchaser has expressly agreed to assume pursuant to the Agreement of Purchase and Sale.
12. REQUIRED: Insertion of the following PIN Number for the property into Box 3 of the Transfer:

13. REQUIRED: On or before closing, evidence that this transaction is not subject to Harmonized Sales Tax.
14. REQUIRED: That the following documents be executed by the vendors and returned to our office, in duplicate, on or before closing:
 - a) Vendor's undertakings;
 - b) Warranties/Bill of Sale;
 - c) Declaration of Possession;
 - d) Statutory declaration re HST.
15. REQUIRED: That the enclosed personal undertaking, having been prepared in the form required by our office, be executed by you and returned to us on closing.
16. REQUIRED: Evidence that the use of the unit and the property and the common elements are in compliance with all relevant municipal by-laws and that there are no outstanding building permits, works orders, correction orders or deficiency orders of any kind whatsoever against the unit or the common elements.
17. REQUIRED: Status Certificate in accordance with the Condominium Act, containing among other things, the following:
 - a) financial statements;
 - b) budget;
 - c) declaration;
 - d) management agreement; and
 - e) particulars of the blanket insurance policy.
18. REQUIRED: Copies of Condominium by-laws and regulations.
19. REQUIRED: Production on or before closing of satisfactory evidence as to the persons who are the directors and officers of the Condominium Corporation.
20. REQUIRED: Production on or before closing of satisfactory evidence as to the amount of any monies borrowed by the Condominium Corporation.
21. REQUIRED: On or before closing, production and delivery of satisfactory evidence that there are no unsatisfied judgments against the Condominium Corporation, nor any actions, suits or proceedings outstanding, pending, threatened against or otherwise affecting the Condominium Corporation.
22. REQUIRED: On or before closing, production and delivery of satisfactory evidence that the Condominium Corporation has not given notice convening a special or general meeting of the unit owners respecting any of the following matters:

- a) the termination of the government of the condominium property;
- b) any alteration in or addition to the common elements, or the renovation thereof; or
- c) any substantial change in the assets or liabilities of the Condominium Corporation.

23. Instrument No. WE1218221 is a Charge/Mortgage of Land registered June 30, 2017 from Kent Stanley Foster and Melissa Zwolak in favour of COMPUTERSHARE TRUST COMPANY OF CANADA securing the principal sum of \$370,500.00.

REQUIRED: On or before closing, production and registration of a good and valid discharge of this Mortgage.

- a) a Direction from the vendor directin us to make th amount due to discharge the mortgage payable to the cahargee directly;
- b) a payout statement from the lender indicating the amoutn required for discharge

We wish to advise that we will NOT be entering into a Document Registration Agreement with your office, however, we have adopted and will be abiding by the Document Registration Agreement prepared by the Law Society of Ontario, which document version was adopted by the Joint LSO-CBAO Committee on Electronic Registration of Title Documents on March 29, 2004, and which can be viewed at The Law Society of Ontario website.

Yours very truly,

Treadstone Law Professional Corporation

Umar Zulqarnain

Umar Zulqarnain

UZ:nh

U N D E R T A K I N G

TO: Lavaughn Nicole Hanley

AND TO: Treadstone Law Professional Corporation
Barristers & Solicitors

RE: Hanley purchase from Foster/Zwolak
72 Stone Church Rd W, Hamilton

IN CONSIDERATION of and notwithstanding the closing of the above transaction, we hereby undertake as follows:

1. TO deliver up vacant possession of the premises on closing;
2. TO pay all arrears of taxes to the extent that an allowance has not been granted to the purchaser on account thereof and to pay the 2020 taxes in accordance with the Statement of Adjustments;
3. TO readjust, forthwith upon demand any item on the Statement of Adjustments, if necessary;
4. TO pay all utilities accounts, including hydro-electric, water and gas charges, to the date of closing;
5. TO supply and pay for fuel oil in accordance with the Statement of Adjustments, if applicable;
6. TO pay arrears of Common Expenses, if applicable, as well as any current payment for which an adjustment has been made;
7. TO pay off and discharge any existing mortgages, liens, executions and other encumbrances affecting the subject property which are not being assumed by the purchaser;
8. TO leave on the premises all chattels and fixtures specified in the Agreement of Purchase and Sale, in good working order, free of encumbrances, liens and claims of any kind whatsoever.

DATED at Dundas, this day of September , 2020.

Kent Stanley Foster

Melissa Zwolak

WARRANTIES AND BILL OF SALE

TO: Lavaughn Nicole Hanley

AND TO: Treadstone Law Professional Corporation
Barristers & Solicitors

RE: Hanley purchase from Foster/Zwolak
72 Stone Church Rd W, Hamilton

W A R R A N T I E S

We, Kent Stanley Foster and Melissa Zwolak, being the vendors in the above transaction, hereby warrant as follows:

- THAT no damage has occurred to the property, including the buildings situate on the subject property as well as the chattels and fixtures included in the purchase price, since the same were inspected by the purchaser;
9. THAT no work, construction or alterations have been done on the premises, or material supplied thereto, which could result in a lien being registered under the Construction Lien Act;
10. THAT, as at the date of closing of this transaction, there are no work orders or deficiency notices outstanding and affecting the subject property and, if any should exist, they shall be rectified at our expense forthwith upon demand;
11. THAT the warranties contained in the Agreement of Purchase and Sale, as well as those contained herein, shall survive closing.
12. THAT any work to be done to the subject property by the vendors as stipulated in the Agreement of Purchase and Sale shall be completed prior to closing in a good and workmanlike manner.

B I L L O F S A L E

IN CONSIDERATION of the closing of the within transaction, the undersigned, being the vendors of the subject property, do hereby sell, transfer and convey to the purchaser the chattels and fixtures included in the purchase price as specified in the Agreement of Purchase and Sale; and we covenant that we are the lawful owners thereof and that we have the right to transfer and convey the same and that such chattels and fixtures are free of all encumbrances, liens and claims of any kind whatsoever.

DATED at Dundas, this day of September ,2020.

Kent Stanley Foster

Melissa Zwolak

IN THE MATTER OF Harmonized Sales Tax
("HST") provisions of the Excise Tax Act (Canada),
as amended (the "Act")

AND IN THE MATTER OF the sale of:
Unit 69, Level 1, Wentworth Standard
Condominium Plan No. 168
72 Stone Church Rd W, Hamilton from Kent
Stanley Foster and Melissa Zwolak to Lavaughn
Nicole Hanley

We, Kent Stanley Foster and Melissa Zwolak, SOLEMNLY DECLARE that:

1. The above property is occupied as a residential unit, and all parts of the property are reasonably necessary for the use and enjoyment of the property as a place of residence for individuals.
2. We did not acquire the property or carry on any construction or renovation of the property in the course of business or adventure or concern in the nature of trade.
3. We have not claimed an input tax credit under the Act in respect of the acquisition of the property or an improvement to it.
4. No part of the property is capital property used primarily in a business of ours.
5. The sale is not being made in the course of a business or adventure or concern in the nature of trade of ours in respect of which we have filed an election under the Act.
6. The property is a "used residential complex" and the sale of the property is exempt from HST under Section 2 and, if applicable, Section 9 of Part I of Schedule V of the Act, and we make this declaration to be delivered to the purchaser with intent that it be relied upon by the purchaser in claiming such exemption as a statement in writing or certificate delivered to the purchaser pursuant to Section 194 of the Act.

AND we make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

SEVERALLY DECLARED before me
at the City of Dundas
in the Province
of Ontario
this day of October
2020.

} _____
} Kent Stanley Foster
} _____
} _____
} Melissa Zwolak

A COMMISSIONER, ETC.

IN THE MATTER OF title to:
Unit 69, Level 1, Wentworth Standard
Condominium Plan No. 168
72 Stone Church Rd W, Hamilton

AND IN THE MATTER OF the sale thereof from
Kent Stanley Foster and Melissa Zwolak to
Lavaughn Nicole Hanley

We, Kent Stanley Foster and Melissa Zwolak, SOLEMNLY DECLARE that:

1. We are the absolute owners of the above mentioned lands and either personally or by our tenants have been in actual, peaceable, continuous, exclusive, open, undisturbed and undisputed possession and occupation thereof, and of the houses and other buildings used in connection therewith throughout our period of ownership of the property.
 2. We are not aware of any person or corporation having any claim or interest in the said lands or any part thereof adverse to or inconsistent with registered title and are positive that none exists.
 3. Possession and occupation of the above lands by the vendors have been undisturbed throughout by any action, suit or other proceedings or adverse possession or otherwise on the part of any person whomsoever and during such possession and occupation, no payment has ever been made or acknowledgment of title given by the undersigned, or, so far as we know, by anyone else, to any person in respect of any right, title, interest or claim upon the said lands.
 4. To the best of our knowledge and belief, there is no dispute as to the boundaries of the said lands. Except as may be registered on title, we have never heard of any claim of easement affecting the lands, either for light, drainage, or right of way or otherwise.
 5. We do not retain the fee or the equity of redemption in, or a power or right to grant, assign or exercise a power of appointment with respect to any land abutting the lands being conveyed in the subject transaction.
 6. We are not non-residents of Canada within the meaning of Section 116 of the Income Tax Act (Canada) and nor will we be non-residents of Canada at the time of closing.

AND we make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

SEVERALLY DECLARED before me
at the City of Dundas
in the Province
of Ontario
this day of October
2020.

Kent Stanley Foster

A COMMISSIONER, ETC.

UNDERTAKING

TO: Lavaughn Nicole Hanley

AND TO: Treadstone Law Professional Corporation
Barristers & Solicitors

RE: Hanley purchase from Foster/Zwolak
72 Stone Church Rd W, Hamilton

IN CONSIDERATION of and notwithstanding the closing of the above-noted transaction, I hereby personally undertake to obtain and register a good and valid discharge of the Charge/Mortgage of Land registered as Instrument Number WE1218221 in favour of COMPUTERSHARE TRUST COMPANY OF CANADA.

Without limiting the generality of the foregoing, with respect to each encumbrance referred to above, I personally undertake as follows:

- a) to forthwith pay to the Mortgagee or person lawfully entitled thereto all monies required to fully pay out and discharge such mortgage;
- b) to obtain and register a proper form of discharge as soon as possible after closing and to forthwith thereafter provide you with registration particulars thereof;

DATED at Dundas, this day of September, 2020.

Vandeputte Law

Per: _____

TX Result Report

P 1

09/29/2020 09:24

Serial No. A79M011007788

TC: 600639

Addressee	Start Time	Time	Prints	Result	Note
14162217281	09-29 09:19	00:04:18	012/012	OK	

Note TMR:Timer TX, POL:Polling, ORG:Original Size Setting, FME:Frame Erase TX,
 DPS:Page Separation TX, MIX:Mixed Original TX, CALL:Manual TX, CSRC:CSRC,
 FWD:Forward, PWD:FAX, BND:Double-Sided Binding Direction, SP:Special Original,
 FCODE:FCode, RTX:Re-Tx, RLY:Relay, MBX:Confidential, BUL:Bulletin, SIP:SIP Fax,
 IPADR:IP Address Fax, I-FAX:Internet Fax.

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF,
 TEL: RX from TEL, NG: Other Error, CONC: Continue, NO Ans: No Answer,
 Refuse: Receipt Refused, BUSY: Busy, M-FULL:Memory Full, LOVR:Receiving length over,
 POUR:Receiving page error, FILE:File Error, DC:Decode Error, MDN:MDN Response Error,
 DSN:DSN Response Error, PRINT:Compulsory Memory Document Print,
 DEL:Compulsory Memory document Delete, SEND:Compulsory Memory Document Send.

VANDEPUTTE LAW PROFESSIONAL CORPORATION

Barristers and Solicitors, Notary Public
 92 King Street West • Dundas, Ontario • L9H 1T9 • T: 905-628-0101 • F: 905-628-0038 • www.vdplaw.ca

FAX TRANSMISSION

DESTINATION: Treadstone Law Professional Corporation
 Barristers and Solicitors
 5-201 2600 Skymark Avenue
 Mississauga, Ontario
 L4W 5B2

Attention: Mr. Umar Zulqarnain

SUBJECT: Foster sale to Hanley
 69-72 Stone Church Road West, Hamilton, Ontario
 Closing Date: October 1, 2020
 My File No.: 200365

DATE: September 29, 2020

FAX NUMBER: 1-416-221-7281

NO. OF PAGES: 12

MATERIAL SENT:

Response to Requisitions.

IN CASE OF INCOMPLETE TRANSMISSION, PLEASE CONTACT OUR OFFICE

The documentation transmitted in this telecopy may contain confidential or privileged information. It is intended for the exclusive use of the person to whom it is addressed and may not otherwise be read, distributed, copied or disclosed. If you have received this telecopy in error, please notify our office immediately and return the original transmission to us. Thank you for your co-operation.

VANDEPUTTE LAW PROFESSIONAL CORPORATION

Barristers and Solicitors, Notary Public

92 King Street West • Dundas, Ontario • L9H 1T9 • T: 905-628-0101 • F: 905-628-0038 • www.vdplaw.ca

FAX TRANSMISSION

DESTINATION: Treadstone Law Professional Corporation
Barristers and Solicitors
5-201 2600 Skymark Avenue
Mississauga, Ontario
L4W 5B2

Attention: Mr. Umar Zulqarnain

SUBJECT: Foster sale to Hanley
69-72 Stone Church Road West, Hamilton, Ontario
Closing Date: October 1, 2020
My File No.: 200365

DATE: September 29, 2020

FAX NUMBER: 1-416-221-7281

NO. OF PAGES: 12

MATERIAL SENT:

Response to Requisitions.

IN CASE OF INCOMPLETE TRANSMISSION, PLEASE CONTACT OUR OFFICE

The documentation transmitted in this telecopy may contain confidential or privileged information. It is intended for the exclusive use of the person to whom it is addressed and may not otherwise be read, distributed, copied or disclosed. If you have received this telecopy in error, please notify our office immediately and return the original transmission to us. Thank you for your co-operation.



Casey J. Vandeputte, B.Math, J.D.

Direct: 905-628-0101 Ext. 105

Email: casey@vdplaw.ca

Matthew M. McKarney, B.A., M.A., J.D.

Direct: 905-628-0101 Ext. 108

Email: matt@vdplaw.ca

Law Clerk: **Helen Black** (Ext. 114)

helen@vandeputtelawpc.ca

September 25, 2020

Via Fax ONLY: 1-416-221-7281

Treadstone Law Professional Corporation
Barristers and Solicitors
5-201 2600 Skymark Avenue
Mississauga, Ontario
L4W 5B2

Attention: Umar Zulqarnain

Dear Sir:

Re: Foster sale to Hanley
69-72 Stone Church Road West, Hamilton, Ontario
Closing Date: October 1, 2020
My File No.: 200365

Without admitting the validity of any of the requisitions contained in your letter of September 24, 2020 by reason that the time during which you were permitted to submit the same had already elapsed, and specifically denying your right to submit further or other requisitions, but merely so as to assist you in your investigations with respect to title, I wish to respond as follows, using the same numerical order as in your aforesaid letter:

1. Transfer has been messaged as requested.
2. Statement of Adjustments enclosed herewith. Undertaking to pay tax arrears enclosed.
3. Will be provided on closing, except c) Planning Act Statements will not be completed - condominium.
- 4-7. Please satisfy yourself.
8. I would refer you to paragraph 26 of the Agreement of Purchase and Sale in this regard.
9. Our forms will be presented to my clients for their consideration and execution.
10. My clients will comply with the terms contained in the Agreement of Purchase and Sale. Kindly have realtor arrange, if not already done.

11. Will be provided.
12. Please see draft Transfer.
- 13-15. Our forms, as attached, will be presented to our clients for their consideration and execution.
- 16.-22. Please satisfy yourself.
23. On closing, we will provide you with:
 - a) a current mortgage statement for discharge purposes;
 - b) a direction that the appropriate portion of the balance due on closing be made payable to the mortgagee; and
 - c) our personal undertaking to obtain and register a good and valid discharge of this mortgage as soon as possible after closing.

We will likewise abide by said DRA.

We hereby respectfully deny your right to submit any further or other requisitions.

Please find attached a copy of our void trust cheque should you wish to direct deposit the balance due on closing. Please note that in order to accept the direct deposit of funds, we will require your office to provide us with a copy of the certified cheque or bank draft, as well as the deposit receipt.

Yours very truly,
VANDEPUTTE LAW PROFESSIONAL CORPORATION
Per:



Matthew McKarney
MM:hb
Encls.

STATEMENT OF ADJUSTMENTS

Vendor: Kent Stanley Foster and Melissa Zwolak

Purchaser: Lavaughn Nicole Hanley

Property: 69-72 Stone Church Road West, Hamilton

Adjusted as of: October 1, 2020

	Credit Purchaser	Credit Vendor
<u>SALE PRICE</u>		\$479,900.00
<u>DEPOSIT</u>	\$15,013.00	
<u>REALTY TAXES</u>		
2020 total taxes:	3,173.59	
Vendor has paid:	3,173.59	
Vendor's share for 274 days:	2,375.86	
Credit Vendor:		797.73
<u>COMMON EXPENSES</u>		
Monthly Common Expenses:	390.00	
Paid by Vendor for month of October, 2020		
Vendor's share for 0 days:		390.00
Credit Vendor:		
<u>BALANCE DUE ON CLOSING</u>		
payable to Vandeputte Law Professional Corporation, in trust or as further directed		466,074.73
	\$481,087.73	\$481,087.73

VENDORS' CLOSING CERTIFICATE

This Certificate adheres, in form and content, to the Vendor Closing Documents Package (July, 2010 version), except for changes clearly shown. Any changes not clearly shown are of no effect.

DELIVERED ON CLOSING

FROM: Kent Stanley Foster and Melissa Zwolak (the "Vendors")
TO: Lavaughn Nicole Hanley (the "Purchaser")
AND TO: Treadstone Law Professional Corporation (the "Purchaser's Solicitor")
RE: Sale by the Vendors to the Purchaser
pursuant to an Agreement of Purchase and Sale (the "Agreement")
Unit 69, Level 1, Wentworth Condominium Plan No. 168
PIN No. 18168-0069
69-72 Stone Church Road West, Hamilton (the "Property")

THE VENDORS DO HEREBY JOINTLY AND SEVERALLY CERTIFY AND UNDERTAKE TO THE PURCHASER THAT:

1. **POSSESSION:** Unless otherwise specified in the Agreement, the Vendors shall deliver vacant possession of the Property on closing.
2. **KEYS:** All keys, entry mechanisms and access codes in the Vendors' control for locks, devices and alarm systems on the Property have been delivered with this Certificate or left at the Property.
3. **SERVICES AND UTILITIES:** The Vendors will promptly pay all outstanding and final accounts for services and utilities which may form a lien against the Property.
4. **FUEL OIL OR PROPANE:** If a credit has been claimed in the Statement of Adjustments on this account, the Vendors have, just prior to closing, filled the fuel oil or propane tank(s) to capacity, and have paid for same.
5. **PROPERTY TAXES:** The Vendors have paid or will on closing pay outstanding property taxes and local improvement rates, and all interest and penalties thereon, including any payment for which an adjustment has been made on the Statement of Adjustments.
6. **BILL OF SALE:** The Vendors own the fixtures and chattels included in the purchase price as set out in the Agreement. Such fixtures and chattels have been left on the Property, have been fully paid for, and are hereby transferred to the Purchaser free and clear of any liens or encumbrances.
7. **DISCHARGES:** The Vendors shall promptly pay all amounts and take all steps necessary to cause to be registered a discharge of each mortgage, encumbrance or other instrument that the Vendors' solicitor has in writing agreed to cause to be deleted from title.
8. **UNDERTAKING TO RE-ADJUST:** If the Statement of Adjustments is found to be incorrect or incomplete, the Vendors and the Purchaser shall forthwith make the appropriate financial re-adjustment. Acceptance by the Purchaser of the Statement of Adjustments and this Certificate constitutes acceptance of this obligation.
9. **DIRECTION RE FUNDS:** The Vendors direct that the Balance Due on Closing be paid to their solicitor, **Vandeputte Law Professional Corporation**, in trust, or as their said solicitor may otherwise in writing direct.

- 10. UFFI WARRANTY:** During the time the Vendors have owned the property, the Vendors have not caused any building on the property to be insulated with insulation containing ureaformaldehyde and, to the best of the Vendors' 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.
The Vendors hereby warrant that to the best of their knowledge and belief, the Property is not insulated with urea-formaldehyde foam insulation.

11. SPECIAL PROVISIONS: Additional provisions as set out in Schedule "A" below are hereby incorporated into this Certificate.

Kent Stanley Foster

Melissa Zwolak

STATUTORY DECLARATION OF VENDORS

- containing:*
- Section "A" — Standard Provisions
 - Section "B" — Freehold Provisions
 - Section "C" — Condominium Provisions
 - Section "D" — Provisions re Possession, etc.
 - Section "E" — Additional Provisions

This Statutory Declaration adheres, in form and content, to the Vendor Closing Documents Package (July, 2010 version), except for changes clearly shown. Any changes not clearly shown are of no effect.

IN THE MATTER OF title to:
Unit 69, Level 1, Wentworth Condominium Plan No. 168
PIN No. 18168-0069
69-72 Stone Church Road West, Hamilton (the "Property")
AND IN THE MATTER OF the sale thereof from
Kent Stanley Foster and Melissa Zwolak (the "Vendors") to
Lavaughn Nicole Hanley (the "Purchaser")

We, Kent Stanley Foster and Melissa Zwolak, **SOLEMNLY DECLARE** that:

- A (1) AGE:** We were at least eighteen years of age upon execution of the documents in this matter.
- A (2) RESIDENCY:** We are not now, and will not be on the day of closing, non-residents of Canada within the meaning of Section 116 of the *Income Tax Act* of Canada.
- A (3) SPOUSAL STATUS:** The spousal status of the Vendors, Kent Stanley Foster and Melissa Zwolak, is correctly stated in the Transfer.
- A (4) HST:** This transaction is not subject to Harmonized Sales Tax as the Property is a personal use property or a used residential complex or home occupied by the Vendors or the Vendors' tenants, and does not constitute a new or a "substantially renovated" residential complex as defined under the *Excise Tax Act* of Canada.
- A (5) CONSTRUCTION LIENS:** There has not been and there will not be any work, construction, remodeling, repairs or improvements made to the Property or materials supplied within sixty (60) days preceding closing of the transaction which could give rise to a claim for a lien against the property pursuant to the *Construction Act*, Ontario, or any amendments thereto.
- A (6) EXECUTIONS:** There are no judgments or executions against the Vendors.
- A (7) BANKRUPTCY:** There are no proceedings under the *Bankruptcy and Insolvency Act* of Canada by or against the Vendors.
- A (8) TENANCIES:** There are no leases or tenancies affecting the Property except as set out in the Agreement.
- C (1) COMMON EXPENSES:** Common expenses have been paid in accordance with the Statement of Adjustments.
- C (2) PARKING AND LOCKERS:** The exclusive use of any parking spaces and lockers to which the owner of the Property is entitled has not been assigned.

- C (3) STRUCTURAL CHANGES:** To the best of our knowledge and belief, there have been no structural alterations made to the unit except in compliance with the Declaration or an agreement registered on title.

C (4) SPECIAL ASSESSMENTS: To the best of our knowledge and belief, there are no special assessments contemplated by the Condominium Corporation.

C (5) SUBSTANTIAL CHANGES: We have not received any notice convening a meeting of the Condominium Corporation respecting:

 - the termination of the government of the condominium property;
 - any substantial alteration in or addition to or renovation of the common elements; or
 - any substantial change in the assets or liabilities of the Condominium Corporation.

AND we make this Solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

SEVERALLY DECLARED before me
at the City
of Hamilton
in the Province
of Ontario

this day of 2020.

Kent Stanley Foster

Melissa Zwolak

A Commissioner, etc.

SOLICITOR'S UNDERTAKING

This Solicitor's Undertaking adheres, in form and content, to the Vendor Closing Documents Package (July, 2010 version), except for changes clearly shown. Any changes not clearly shown are of no effect.

DELIVERED ON CLOSING

TO: Lavaughn Nicole Hanley (the "Purchaser")
AND TO: Treadstone Law Professional Corporation (the "Purchaser's Solicitor")
RE: Sale by Kent Stanley Foster and Melissa Zwolak (the "Vendors") to the Purchaser
Unit 69, Level 1, Wentworth Condominium Plan No. 168
PIN No. 18168-0069
69-72 Stone Church Road West, Hamilton

IN CONSIDERATION of and notwithstanding the closing of the above-noted transaction, I hereby personally undertake to take all steps necessary to cause to be deleted from title each of the following encumbrances or instruments, and to advise the Purchaser's Solicitor of the registration particulars thereof, all within a reasonable period of time after the closing of the noted transaction:

<u>Type of Instrument</u>	<u>Registration No.</u>	<u>Mortgagee or Encumbrancer</u>
mortgage	WE1218221	Computershare Trust Company of Canada

I personally undertake to Remit funds to the City of Hamilton in payment of the balance of property taxes owing for 2020, insofar as an adjustment has been granted on the Statement of Adjustments.

DATED at Hamilton this 1st day of October 2020.

Vandeputte Law Professional Corporation

Per: _____



Hamilton

**TREASURER'S CERTIFICATE OF OUTSTANDING REALTY TAXES
AND CHARGES COLLECTIBLE AS SUCH**

 POSTING MONTH: September
 CERTIFIED AS AT: September 25, 2020

 ISSUED TO: VANDEPUTTE LAW PROFESSIONAL CORPORATION
 92 KING STREET WEST
 DUNDAS, ON
 L9H 1T9

 CERTIFICATE NO. 67008220
 YOUR FILE NO. 200365 FOSTER
 ROLL NUMBER: 080-941-00283-0000
 ASSESSED VALUE: 267,000
 ASSESSED OWNER: FOSTER KENT STANLEY
 ZWOLAK MELISSA
 STREET ADDRESS: 72 STONE CHURCH RD W 69
 LEGAL: WENTWORTH CONDO PLAN 168
 LEVEL 1 UNIT 69
 REG

STATEMENT OF TAX ARREARS

YEAR	LEVIED	PRINCIPAL OUTSTANDING	INTEREST OUTSTANDING	BALANCE
2019	3,079.11	0.00	0.00	0.00
2018	2,990.86	0.00	0.00	0.00
2017+	47,332.27	0.00	0.00	0.00
TOTAL ARREARS:				0.00

STATEMENT OF CURRENT TAXES

CURRENT LEVY	INSTALMENT DUE DATES AND AMOUNTS		OUTSTANDING AMOUNTS	
INTERIM 1,539.55	2020 FEB 28 770.00	2020 APR 30 769.55	TAX	817.03
FINAL 1,634.04	2020 JUN 30 817.00	2020 SEP 30 817.04	ADJUSTMENTS	0.00
SUPP. 0.00			PENALTY	0.00
APPEALS 0.00				
TOTAL 3,173.59			BALANCE	817.03
TOTAL BALANCE AS AT DATE OF CERTIFICATION:				817.03
Total Balance includes any instalments that may not yet be due.				

The current penalty charge is 1.25%. Penalty will be charged on the unpaid taxes on the first day of default.

The current interest charge is 1.25% per month or 15.00% per year. Interest for each month or fraction thereof, will be added on the first day of each calendar month to all taxes past due, until the taxes are paid.

I hereby certify that, subject to the qualifications noted below, the above statements respectively show:

1. All arrears or taxes returned to this office and due and owing against the above lands; and
2. The current amount of taxes on real property and whether any or all of the taxes have been paid as at the date of certification in connection with the above lands, and that no part of the said land has been sold for taxes under part XI of the Municipal Act, 2001 and whether the interim and / or final taxes for the City of Hamilton have been levied for the current year.

Mike Zegarac, Treasurer

LOCAL IMPROVEMENTS ASSESSED TO THIS PROPERTY TO DATE INCLUDE:

BYLAW / ADJ.	DESCRIPTION	AMOUNT	EXPIRY

NOTES:

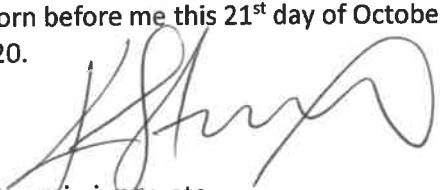
1. This certificate has been prepared in accordance with the provisions of Section 352 of the Municipal Act R.S.O. 2001 c25. This certificate reflects only those charges added to the Tax Collector's Roll up to the day of certification.
2. The total taxes shown may include additions to the Tax Collector's Roll as authorized by statute. Adjustment of this nature not applied to the Collector's Roll as at date of certification may be added subsequently without further notice.
3. Municipal Act projects may be petitioned for and/or undertaken in the future. If you have inquiries regarding these charges, please contact the Development Officer at 905 546-2424 ext. 2651.
4. The information on this certificate is based on payments tendered being honoured by the bank upon which they are drawn.
5. This certificate is subject to additional taxes or adjustments to taxes which may be levied pursuant to the provisions of the Municipal Act, the Assessment Act, or any other applicable legislation. Examples include adjustments due to apportionment of the base roll number's taxes and / or additional taxes for new developments or new buildings.
6. The tax bill and / or a copy of this certificate should be given to the new owners on or before closing so that tax installments may be paid by the due dates to avoid late penalty charges being added. (This certificate should be printed on legal form).
7. A \$63.15 fee for service for this certificate will be charged by the City of Hamilton to the requesting lawyer's WEB account. (2019/01/01)

71 Main Street West, PO Box 2040 STN LCD 1, Hamilton, Ontario L8N 0A3 Phone: 905 546-2489 Fax: 905 546-2449

EXHIBIT E

Vendor's Closing Documents and Facsimile Confirmation

This is Exhibit "E" referred to in the
Affidavit of Helen Black
Sworn before me this 21st day of October,
2020.


A Commissioner, etc.

Kelly Jean Furneaux,
a Commissioner etc., Province of Ontario,
for Vandepoorte Law Professional Corporation,
Expires August 13, 2022.

TX Result Report

P 1
 09/29/2020 15:37
 Serial No. A79M011007788
 TC: 601022

Addressee	Start Time	Time	Prints	Result	Note
14162217281	09-29 15:30	00:06:32	011/011	OK	

Note TMR:Timer Tx, PDL:Polling, ONS:Original Size, SETTING:Setting, FME:Frame Escape TX,
 DPS:Page Separation, DGS:Double Sided, CSM:Manual TX, CSC:Cancel,
 FWD:Forward, PWD:PWD, BND:double Sided Binding Direction, SP:Special Original,
 EML:Email, RTX:Retx, RLY:Relay, MXC:Confidential, BUL:Bulletin, SIP:SIP Fax,
 IPADR:IP Address Fax, I-FAX:Internet Fax.

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF,
 TEL: AV from TEL, NS: Other Error, CONT: Continue, NO Ans: No Answer,
 REFUSE: Receipt Refused, BUSY: Busy, M-FULL:Memory Full, LOUR:Receiving length over,
 ROUR:Receiving page over, FIL:File Error, DC:Decode Error, MON:MDN Response Error,
 DSN:DSN Response Error, PRINT:Compulsory Memory Document print,
 DEL:Compulsory Memory document delete, SEND:Compulsory Memory document send.

VANDEPUTTE LAW PROFESSIONAL CORPORATION

Barristers and Solicitors, Notary Public
 92 King Street West • Dundas, Ontario • L9H 1T9 • T: 905-628-0101 • F: 905-628-0038 • www.vdplaw.ca

FAX TRANSMISSION

DESTINATION: Treadstone Law Professional Corporation
 Barristers and Solicitors
 5-201 2600 Skymark Avenue
 Mississauga, Ontario
 L4W 5B2

Attention: Mr. Umar Zulqarnain

SUBJECT: Foster sale to Hanley
 69-72 Stone Church Road West, Hamilton, Ontario
 Closing Date: October 1, 2020
 My File No.: 200365

DATE: September 29, 2020

FAX NUMBER: 1-416-221-7281

NO. OF PAGES: 1

MATERIAL SENT:

Vendors' Closing Package – originals to follow by mail.

IN CASE OF INCOMPLETE TRANSMISSION, PLEASE CONTACT OUR OFFICE

The documentation transmitted in this telecopy may contain confidential or privileged information. It is intended for the exclusive use of the person to whom it is addressed and may not otherwise be read, distributed, copied or disclosed. If you have received this telecopy in error, please notify our office immediately and return the original transmission to us. Thank you for your co-operation.

VANDEPUTTE LAW PROFESSIONAL CORPORATION

Barristers and Solicitors, Notary Public

92 King Street West • Dundas, Ontario • L9H 1T9 • T: 905-628-0101 • F: 905-628-0038 • www.vdplaw.ca

FAX TRANSMISSION

DESTINATION: Treadstone Law Professional Corporation

Barristers and Solicitors

5-201 2600 Skymark Avenue

Mississauga, Ontario

L4W 5B2

Attention: Mr. Umar Zulqarnain

SUBJECT: Foster sale to Hanley

69-72 Stone Church Road West, Hamilton, Ontario

Closing Date: October 1, 2020

My File No.: 200365

DATE: September 29, 2020

FAX NUMBER: 1-416-221-7281

NO. OF PAGES: 11

MATERIAL SENT:

 Vendors' Closing Package – originals to follow by mail.

IN CASE OF INCOMPLETE TRANSMISSION, PLEASE CONTACT OUR OFFICE

The documentation transmitted in this telecopy may contain confidential or privileged information. It is intended for the exclusive use of the person to whom it is addressed and may not otherwise be read, distributed, copied or disclosed. If you have received this telecopy in error, please notify our office immediately and return the original transmission to us. Thank you for your co-operation.



VANDEPUTTE LAW
PROFESSIONAL CORPORATION

September 29, 2020

Casey J. Vandeputte, B.Math, J.D.

Direct: 905-628-0101 Ext. 105

Email: casey@vdplaw.ca

Matthew M. McKarney, B.A., M.A., J.D.

Direct: 905-628-0101 Ext. 108

Email: matt@vdplaw.ca

Law Clerk: Helen Black (Ext. 114)

helen@vandeputtelawpc.ca

Treadstone Law Professional Corporation
Barristers and Solicitors
5-201 2600 Skymark Avenue
Mississauga, Ontario
L4W 5B2

Attention: Umar Zulqarnain

Dear Sir:

Re: Foster sale to Hanley
69-72 Stone Church Road West, Hamilton, Ontario
Closing Date: October 1, 2020
My File No.: 200365

Please find enclosed the following items, as noted below, which are to be held in escrow, pursuant to the Document Registration Agreement:

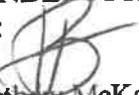
- Key(s) **LOCKBOX CODE IS 7568**
- Statement of Adjustments
- Vendor's Closing Certificate
- Statutory Declaration of Vendor
- Solicitor's Undertaking to Discharge Mortgage & pay 2020 taxes
- Mortgage payout statement - to follow
- Tax Certificate
- Our VOID trust cheque

Our office will contact you when the Transfer/Deed has been released; kindly call us to confirm registration. Thank you for your anticipated co-operation.

Yours very truly,

VANDEPUTTE LAW PROFESSIONAL CORPORATION

Per:


Matthew M. McKarney

MM:hb

Encls.

STATEMENT OF ADJUSTMENTS

Vendor: Kent Stanley Foster and Melissa Zwolak

Purchaser: Lavaughn Nicole Hanley

Property: 69-72 Stone Church Road West, Hamilton

Adjusted as of: October 1, 2020

	Credit Purchaser	Credit Vendor
<u>SALE PRICE</u>		\$479,900.00
<u>DEPOSIT</u>	\$15,013.00	
<u>REALTY TAXES</u>		
2020 total taxes:	3,173.59	
Vendor has paid:	3,173.59	
Vendor's share for 274 days:	2,375.86	
Credit Vendor:		797.73
<u>COMMON EXPENSES</u>		
Monthly Common Expenses:	390.00	
Paid by Vendor for month of October, 2020		
Vendor's share for 0 days:		390.00
Credit Vendor:		390.00
<u>BALANCE DUE ON CLOSING</u>		
payable to Vandeputte Law Professional Corporation, in trust or as further directed	466,074.73	
	\$481,087.73	\$481,087.73

VENDORS' CLOSING CERTIFICATE

This Certificate adheres, in form and content, to the Vendor Closing Documents Package (July, 2010 version), except for changes clearly shown. Any changes not clearly shown are of no effect.

DELIVERED ON CLOSING

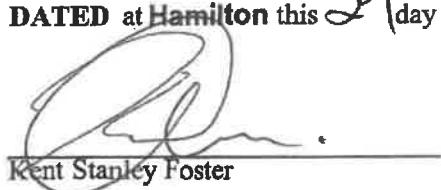
FROM: Kent Stanley Foster and Melissa Zwolak (the "Vendors")
TO: Lavaughn Nicole Hanley (the "Purchaser")
AND TO: Treadstone Law Professional Corporation (the "Purchaser's Solicitor")
RE: Sale by the Vendors to the Purchaser
pursuant to an Agreement of Purchase and Sale (the "Agreement")
Unit 69, Level 1, Wentworth Condominium Plan No. 168
PIN No. 18168-0069
69-72 Stone Church Road West, Hamilton (the "Property")

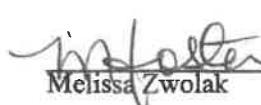
THE VENDORS DO HEREBY JOINTLY AND SEVERALLY CERTIFY AND UNDERTAKE TO THE PURCHASER THAT:

1. **POSSESSION:** Unless otherwise specified in the Agreement, the Vendors shall deliver vacant possession of the Property on closing.
2. **KEYS:** All keys, entry mechanisms and access codes in the Vendors' control for locks, devices and alarm systems on the Property have been delivered with this Certificate or left at the Property.
3. **SERVICES AND UTILITIES:** The Vendors will promptly pay all outstanding and final accounts for services and utilities which may form a lien against the Property.
4. **FUEL OIL OR PROPANE:** If a credit has been claimed in the Statement of Adjustments on this account, the Vendors have, just prior to closing, filled the fuel oil or propane tank(s) to capacity, and have paid for same.
5. **PROPERTY TAXES:** The Vendors have paid or will on closing pay outstanding property taxes and local improvement rates, and all interest and penalties thereon, including any payment for which an adjustment has been made on the Statement of Adjustments.
6. **BILL OF SALE:** The Vendors own the fixtures and chattels included in the purchase price as set out in the Agreement. Such fixtures and chattels have been left on the Property, have been fully paid for, and are hereby transferred to the Purchaser free and clear of any liens or encumbrances.
7. **DISCHARGES:** The Vendors shall promptly pay all amounts and take all steps necessary to cause to be registered a discharge of each mortgage, encumbrance or other instrument that the Vendors' solicitor has in writing agreed to cause to be deleted from title.
8. **UNDERTAKING TO RE-ADJUST:** If the Statement of Adjustments is found to be incorrect or incomplete, the Vendors and the Purchaser shall forthwith make the appropriate financial re-adjustment. Acceptance by the Purchaser of the Statement of Adjustments and this Certificate constitutes acceptance of this obligation.
9. **DIRECTION RE FUNDS:** The Vendors direct that the Balance Due on Closing be paid to their solicitor, **Vandeputte Law Professional Corporation**, in trust, or as their said solicitor may otherwise in writing direct.

10. **UFFI WARRANTY:** During the time the Vendors have owned the property, the Vendors have not caused any building on the property to be insulated with insulation containing ureaformaldehyde and, to the best of the Vendors' 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.
The Vendors hereby warrant that to the best of their knowledge and belief, the Property is not insulated with urea-formaldehyde foam insulation.
11. **SPECIAL PROVISIONS:** Additional provisions as set out in Schedule "A" below are hereby incorporated into this Certificate.

DATED at Hamilton this 2nd day of September 2020.


Kent Stanley Foster


Melissa Zwolak

STATUTORY DECLARATION OF VENDORS

- containing:*
- Section "A" — Standard Provisions
 - Section "B" — Freehold Provisions
 - Section "C" — Condominium Provisions
 - Section "D" — Provisions re Possession, etc.
 - Section "E" — Additional Provisions

This Statutory Declaration adheres, in form and content, to the Vendor Closing Documents Package (July, 2010 version), except for changes clearly shown. Any changes not clearly shown are of no effect.

IN THE MATTER OF title to:
Unit 69, Level 1, Wentworth Condominium Plan No. 168
PIN No. 18168-0069
69-72 Stone Church Road West, Hamilton (the "Property")
AND IN THE MATTER OF the sale thereof from
Kent Stanley Foster and Melissa Zwolak (the "Vendors") to
Lavaughn Nicole Hanley (the "Purchaser")

We, Kent Stanley Foster and Melissa Zwolak, **SOLEMNLY DECLARE** that:

- A (1) **AGE:** We were at least eighteen years of age upon execution of the documents in this matter.
- A (2) **RESIDENCY:** We are not now, and will not be on the day of closing, non-residents of Canada within the meaning of Section 116 of the *Income Tax Act* of Canada.
- A (3) **SPOUSAL STATUS:** The spousal status of the Vendors, Kent Stanley Foster and Melissa Zwolak, is correctly stated in the Transfer.
- A (4) **HST:** This transaction is not subject to Harmonized Sales Tax as the Property is a personal use property or a used residential complex or home occupied by the Vendors or the Vendors' tenants, and does not constitute a new or a "substantially renovated" residential complex as defined under the *Excise Tax Act* of Canada.
- A (5) **CONSTRUCTION LIENS:** There has not been and there will not be any work, construction, remodeling, repairs or improvements made to the Property or materials supplied within sixty (60) days preceding closing of the transaction which could give rise to a claim for a lien against the property pursuant to the *Construction Act*, Ontario, or any amendments thereto.
- A (6) **EXECUTIONS:** There are no judgments or executions against the Vendors.
- A (7) **BANKRUPTCY:** There are no proceedings under the *Bankruptcy and Insolvency Act* of Canada by or against the Vendors.
- A (8) **TENANCIES:** There are no leases or tenancies affecting the Property except as set out in the Agreement.
- C (1) **COMMON EXPENSES:** Common expenses have been paid in accordance with the Statement of Adjustments.
- C (2) **PARKING AND LOCKERS:** The exclusive use of any parking spaces and lockers to which the owner of the Property is entitled has not been assigned.

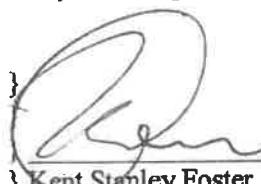
- C (3) **STRUCTURAL CHANGES:** To the best of our knowledge and belief, there have been no structural alterations made to the unit except in compliance with the Declaration or an agreement registered on title.
- C (4) **SPECIAL ASSESSMENTS:** To the best of our knowledge and belief, there are no special assessments contemplated by the Condominium Corporation.
- C (5) **SUBSTANTIAL CHANGES:** We have not received any notice convening a meeting of the Condominium Corporation respecting:
- the termination of the government of the condominium property;
 - any substantial alteration in or addition to or renovation of the common elements; or
 - any substantial change in the assets or liabilities of the Condominium Corporation.

AND we make this Solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

SEVERALLY DECLARED before me
at the **City**
of **Hamilton**
in the **Province**
of **Ontario**

this 25 day of September 2020.

mcc 9/25


} Kent Stanley Foster
}

} Melissa X. Wolak
}

A Commissioner, etc.

SOLICITOR'S UNDERTAKING

This Solicitor's Undertaking adheres, in form and content, to the Vendor Closing Documents Package (July, 2010 version), except for changes clearly shown. Any changes not clearly shown are of no effect.

DELIVERED ON CLOSING

TO: Lavaughn Nicole Hanley (the "Purchaser")
AND TO: Treadstone Law Professional Corporation (the "Purchaser's Solicitor")
RE: Sale by Kent Stanley Foster and Melissa Zwolak (the "Vendors") to the Purchaser
Unit 69, Level 1, Wentworth Condominium Plan No. 168
PIN No. 18168-0069
69-72 Stone Church Road West, Hamilton

IN CONSIDERATION of and notwithstanding the closing of the above-noted transaction, I hereby personally undertake to take all steps necessary to cause to be deleted from title each of the following encumbrances or instruments, and to advise the Purchaser's Solicitor of the registration particulars thereof, all within a reasonable period of time after the closing of the noted transaction:

<u>Type of Instrument</u>	<u>Registration No.</u>	<u>Mortgagee or Encumbrancer</u>
mortgage	WE1218221	Computershare Trust Company of Canada

I personally undertake to Remit funds to the City of Hamilton in payment of the balance of property taxes owing for 2020, insofar as an adjustment has been granted on the Statement of Adjustments.

DATED at Hamilton this 1st day of October 2020.

Vandeputte Law Professional Corporation

Per: 



Merix Financial
390 Bay Street
Suite 1800
Toronto, Ontario M5H 2Y2
Tel: 1-877-637-4911
Fax: 1-877-637-4915

Discharge Statement

Sep 30, 2020

Prepared for: **Melissa J Zwolak**
Kent S Foster
69/72 Stone Church Road W, Hamilton, Ontario L9B 2H8

Current Mortgage/ Line of Credit Information:

Account Number	1692204
Feature Type	Fixed
Mortgaged Property	69/72 Stone Church Road W, Hamilton, Ontario L9B 2H8
Maturity Date	30/06/2022
Interest Rate (per annum)	2.5900%
Payment Amount	\$1,676.36
Payment Frequency	Monthly
Current Remaining Amortization (in months)	262

You have requested to payout the Mortgage/ Line of Credit in full on: **01/10/2020**

We require the total proceeds detailed below provided to us on or before the discharge/transfer date shown above. If there is a delay in us receiving the funds, the per diem rate based on the current interest rate on your Mortgage applies.

This statement is valid for 30 days from the date prepared after which time, if funds are not received, we will cancel the discharge/transfer. If the discharge/transfer does not proceed within the 30 day period, please notify us within 5 business days so we can reinstate your banking information.

In order to facilitate the discharge process, we have set your payment frequency to monthly. Your next payment date is: **30/10/2020**

In the event that your discharge is not completed in a timely manner, you are responsible for making this payment as scheduled. After this payment is made, you may contact our Customer Service department and request to have the payment frequency changed to any of the other options available.

Please ensure funds are received at our office prior to 2:00PM EST. Cheques received after 2:00PM EST are processed on the next business day and the additional per diem applies.

Prepared for: **Melissa J Zwolak**
Kent S Foster
69/72 Stone Church Road W, Hamilton, Ontario L9B 2H8

Mortgage/ Line of Credit Payout Information

Total Principal Outstanding	\$334,727.38
Total Interest Accrued	\$23.56
Early Payout Penalty	\$3,221.75
Cash Back	\$0.00
Maintenance Fee	\$0.00
Statement Fee	\$0.00
Legal Fee	\$0.00
Late Fee	\$0.00
Other Fee	\$0.00
Total Taxes	(\$0.00)
Discharge Fee: DOES NOT INCLUDE REGISTRATION	\$300.00
Total Fees	\$3,521.75
TOTAL BALANCE DUE:	\$338,272.69
Per Diem	\$23.56

**PLEASE SEND A COPY OF CHARGE OR TITLE WITH YOUR PAYMENTS TO EXPEDITE THE PREPARATION OF
DISCHARGE DOCUMENTS**

Please note we must receive payment in the form of a Trust cheque payable to Merix Financial and sent to the address above (pg.1) unless other arrangements have been made before 2:00PM Eastern Standard Time on the Effective Date. If funds are delayed, include any additional per diem to the date of payment.

THE AMOUNTS IN THIS STATEMENT ARE CALCULATED ON THE BASIS THAT ALL PAYMENTS UP TO AND INCLUDING THE ACTUAL PAYOUT ARE MADE AND HONOURED.

If any such payments are not made or honoured, then the amounts in this statement are no longer valid and will be replaced without notice by amounts reflecting such non-payment. **WE ARE NOT OBLIGED TO PROVIDE A DISCHARGE OF OUR MORTGAGE, NOTWITHSTANDING ANY TERMS OR CONDITIONS ACCOMPANYING PAYOUT, UNLESS AND UNTIL ANY SUCH PAYMENTS ARE MADE OR HONOURED.** The obligation to ensure all such payments are made and honoured is on you.

Sincerely,

—
Merix Financial
Discharge Department
— Tel: 1-877-637-4911
Fax: 1-877-637-4915

Errors and Omissions Excepted.



Hamilton

**TREASURER'S CERTIFICATE OF OUTSTANDING REALTY TAXES
AND CHARGES COLLECTIBLE AS SUCH**

POSTING MONTH: September
CERTIFIED AS AT: September 25, 2020

ISSUED TO: VANDEPUTTE LAW PROFESSIONAL CORPORATION
92 KING STREET WEST
DUNDAS, ON
L9H 1T9

CERTIFICATE NO. 67008220
YOUR FILE NO. 200365 FOSTER
ROLL NUMBER: 080-941-00283-0000
ASSESSED VALUE: 267,000
ASSESSED OWNER: FOSTER KENT STANLEY
ZWOLAK MELISSA
STREET ADDRESS: 72 STONE CHURCH RD W 69
LEGAL: WENTWORTH CONDO PLAN 168
LEVEL 1 UNIT 69
REG

STATEMENT OF TAX ARREARS

YEAR	LEVIED	PRINCIPAL OUTSTANDING	INTEREST OUTSTANDING	BALANCE
2019	3,079.11	0.00	0.00	0.00
2018	2,990.86	0.00	0.00	0.00
2017+	47,332.27	0.00	0.00	0.00
TOTAL ARREARS:				0.00

STATEMENT OF CURRENT TAXES

CURRENT LEVY		INSTALMENT DUE DATES AND AMOUNTS		OUTSTANDING AMOUNTS	
INTERIM	1,539.55	2020 FEB 28 770.00	2020 APR 30 769.55	TAX	817.03
FINAL	1,634.04	2020 JUN 30 817.00	2020 SEP 30 817.04	ADJUSTMENTS	0.00
SUPP.	0.00			PENALTY	0.00
APPEALS	0.00				
TOTAL	3,173.59			BALANCE	817.03
TOTAL BALANCE AS AT DATE OF CERTIFICATION:					817.03
Total Balance includes any instalments that may not yet be due.					

The current penalty charge is 1.25%. Penalty will be charged on the unpaid taxes on the first day of default.
The current interest charge is 1.25% per month or 15.00% per year. Interest for each month or fraction thereof, will be added on the first day of each calendar month to all taxes past due, until the taxes are paid.

I hereby certify that, subject to the qualifications noted below, the above statements respectively show:

1. All arrears or taxes returned to this office and due and owing against the above lands; and
2. The current amount of taxes on real property and whether any or all of the taxes have been paid as at the date of certification in connection with the above lands, and that no part of the said land has been sold for taxes under part XI of the Municipal Act, 2001 and whether the interim and / or final taxes for the City of Hamilton have been levied for the current year.

Mike Zegarac, Treasurer

LOCAL IMPROVEMENTS ASSESSED TO THIS PROPERTY TO DATE INCLUDE:

BYLAW / ADJ.	DESCRIPTION	AMOUNT	EXPIRY

NOTES:

9/25/2020

www.tax.hamilton.ca/Tax-Certificates/tcform.asp?qrytc_no=67008220&qryroll_no=080941002830000

1. This certificate has been prepared in accordance with the provisions of Section 352 of the Municipal Act R.S.O. 2001 c25. This certificate reflects only those charges added to the Tax Collector's Roll up to the day of certification.
2. The total taxes shown may include additions to the Tax Collector's Roll as authorized by statute. Adjustment of this nature not applied to the Collector's Roll as at date of certification may be added subsequently without further notice.
3. Municipal Act projects may be petitioned for and/or undertaken in the future. If you have inquiries regarding these charges, please contact the Development Officer at 905 546-2424 ext. 2651.
4. The information on this certificate is based on payments tendered being honoured by the bank upon which they are drawn.
5. This certificate is subject to additional taxes or adjustments to taxes which may be levied pursuant to the provisions of the Municipal Act, the Assessment Act, or any other applicable legislation. Examples include adjustments due to apportionment of the base roll number's taxes and / or additional taxes for new developments or new buildings.
6. The tax bill and / or a copy of this certificate should be given to the new owners on or before closing so that tax installments may be paid by the due dates to avoid late penalty charges being added. (This certificate should be printed on legal form).
7. A \$63.15 fee for service for this certificate will be charged by the City of Hamilton to the requesting lawyer's WEB account. (2019/01/01)

71 Main Street West, PO Box 2040 STN LCD 1, Hamilton, Ontario L8N 0A3 Phone: 905 546-2489 Fax: 905 546-2449

DIRECT DEPOSIT TO:
VANDEPUTTE LAW PROFESSIONAL CORPORATION
TRUST ACCOUNT

Please ensure you provide our office with a copy of the certified funds and deposit receipt.

VANDEPUTTE LAW
PROFESSIONAL CORPORATION
92 KING STREET WEST
DUNDAS, ONTARIO L9H 1T9

TD CANADA TRUST
92 KING STREET WEST
DUNDAS, ONTARIO L9H 1T9

001000

PAY

TO THE
ORDER OF

#001000# CO0812-004# 0081-5233376#

TRUST ACCOUNT

VOID

VANDEPUTTE LAW - TRUST

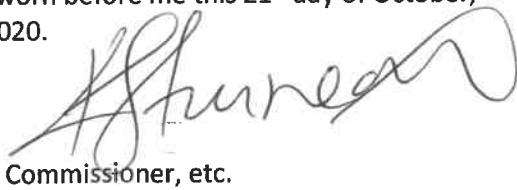
001000

TD CANADA TRUST
82 King Street West, Dundas, ON L9H 1T9
Transit: 00812
Institution: 004
Account: 0081-5233376

EXHIBIT F

Email correspondence dated October 5, 2020,
providing terms for final offer for an extension

This is Exhibit "F" referred to in the
Affidavit of Helen Black
Sworn before me this 21st day of October,
2020.


A Commissioner, etc.

Kelly Jean Furneaux,
a Commissioner etc., Province of Ontario,
for Vandeputte Law Professional Corporation,
Expires August 13, 2022.



Matt McKarney <matt@vandeputtelawpc.ca>

Re: 69-72 Stone Church Rd., Request for Update

1 message

Matt McKarney <matt@vandeputtelawpc.ca>
To: Haris Zulqarnain <haris@treadstonelaw.ca>
Cc: Helen Black <helen@vandeputtelawpc.ca>
Bcc: Kent Foster <kent.s.foster@gmail.com>, Melissa Foster <melissa.foster1101@gmail.com>

Mon, Oct 5, 2020 at 5:11 PM

Good Afternoon Haris,

My clients have instructed me to advise that they will agree to extend closing till October 7th, 2020 (this Wednesday) on the condition that your client agree to cover their financing arrangement and other costs, in the amount of \$1,500, plus the further per diem until Wednesday, all to be adjusted for on the closing date. This would be in addition to the amounts already adjusted for. All other terms of the Agreement would remain the same and time would remain of the essence.

My clients have shown great flexibility to your client now and in the conditional phase of the deal, and cannot offer any further accommodations without compensation. They are prepared to relist the property in the event that your clients fail to close today and do not agree as above terms.

We confirm that we are ready, willing, and able to close this transaction today, October 5th, 2020.

Thank you,
Matt

Please be advised that our office is open during normal business hours but some of our staff are working from home part-time. If you need to contact me via phone, please leave a message at 905-628-0101, ext. 108, and I will return your call as soon as I am able.

Please note that we are offering in-person appointments when necessary. Additional precautions are in place in accordance with public health recommendations.

We appreciate your patience as we continue to serve your legal needs.

Matthew McKarney
Barrister and Solicitor

Vandeputte Law Professional Corporation
92 King Street West, Dundas, ON L9H 1T9
Tel: 905-628-0101 x. 108
Fax: 905-628-0038

This email is directed in confidence to the person named above and may not otherwise be distributed, copied or disclosed. The content of this email may also be subject to solicitor-client privilege and all rights to that privilege are expressly claimed. If you have received this email in error, please return the email to us and delete the original without making a copy.

On Mon, Oct 5, 2020 at 3:42 PM Haris Zulqarnain <haris@treadstonelaw.ca> wrote:

We will go with the October 7 date that Hometrust since we have been unable to change it thus far.

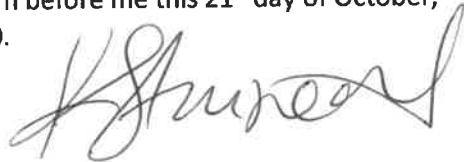
We are requesting two days.

Cheers,
Haris

EXHIBIT G

Correspondence dated October 6, October 7, and October 8

This is Exhibit "G" referred to in the
Affidavit of Helen Black
Sworn before me this 21st day of October,
2020.



A Commissioner, etc.

Kelly Jean Furneaux,
a Commissioner etc., Province of Ontario,
for Vandeputte Law Professional Corporation,
Expires August 13, 2022.



Matt McKarney <matt@vandeputtelawpc.ca>

Re: 69-72 Stone Church Rd., Request for Update

1 message

Matt McKarney <matt@vandeputtelawpc.ca>
To: Haris Zulqarnain <haris@treadstonelaw.ca>
Cc: Helen Black <helen@vandeputtelawpc.ca>

Thu, Oct 8, 2020 at 12:45 PM

Good Afternoon Haris,

I apologize for missing your call, I have been in meetings much of the morning.

At this point, my clients have indicated that they are not going to accept your client's attempts to rectify their breach of the Agreement. They have decided to relist the property.

Respectfully, there really is no dispute here. Rather, this is a clear cut situation where your client was unable to close the transaction as called for under the Agreement. My clients granted a one-time extension last week as a measure of good faith (as they agreed at that time to accept only partial coverage of their costs), but upon receiving word that your client once again could not close Monday, they were unable to accept any further extension on what would have basically been a gratuitous basis. Given that up yesterday afternoon there was no indication your client could actually pay for my clients' costs, they are sticking with their original position from Monday.

While I personally realize the difficulties of dealing with lenders, and have seen the innocent delays that can result, this was not a case of innocent delay. My clients were forced to obtain tens of thousands of dollars on an emergency basis to close their own purchase when your client provided less than twenty-four hours' notice that they would not be able to close on the original closing date. I understand that early in the offer process, my clients had also granted an extension to the financing condition to give your client more time to arrange their affairs. In other words, they had shown great flexibility throughout and it is regrettable that your client was not prepared for closing.

To summarize, my clients will not be accepting any further offers from your client to rectify their breach and my clients are fully within their rights to relist the property. We shall therefore consider our work on this transaction to be at an end. As previously advised, my clients shall reserve all rights to claim damages against your client as a result of their failure to close.

Regards,
Matt

Please be advised that our office is open during normal business hours but some of our staff are working from home part-time. If you need to contact me via phone, please leave a message at 905-628-0101, ext. 108, and I will return your call as soon as I am able.

Please note that we are offering in-person appointments when necessary. Additional precautions are in place in accordance with public health recommendations.

We appreciate your patience as we continue to serve your legal needs.

Matthew McKarney
Barrister and Solicitor

Vandeputte Law Professional Corporation
92 King Street West, Dundas, ON L9H 1T9
Tel: 905-628-0101 x. 108
Fax: 905-628-0038

This email is directed in confidence to the person named above and may not otherwise be distributed, copied or disclosed. The content of this email may also be subject to solicitor-client privilege and all rights to that privilege are expressly claimed. If you have received this email in error, please return the email to us and delete the original without making a copy.

On Thu, Oct 8, 2020 at 11:12 AM Haris Zulqarnain <haris@treadstonelaw.ca> wrote:

Good Morning Matt,

Our client is in funds since yesterday including the \$1,500 penalty for breaching our terms for the closing on Monday. Our client is making a good faith effort to rectify the breach. If we do not receive instructions from your office of your client's willingness to complete the transaction, we will be forced to return the funds to the lender. Again, our client is making a good faith effort to rectify the breach and would like to resolve this dispute amicably.

Please advise when you are available for a conversation.

Thank you.

Cheers,
Haris

T

Haris Zulqarnain

Treadstone Law

p: 416-546-8524 ext 1444 m: 905-290-1444
f: 416-221-7281
a: 2600 Skymark Avenue, Suite 5-201
Mississauga, Ontario L4W 5B2
w: treadstonelaw.ca e: haris@treadstonelaw.ca

From: Matt McKarney <matt@vandeputtelawpc.ca>

Sent: Wednesday, October 7, 2020 3:29 PM

To: Haris Zulqarnain <haris@treadstonelaw.ca>

Cc: Helen Black <helen@vandeputtelawpc.ca>

Subject: Re: 69-72 Stone Church Rd., Request for Update

Hi Haris,

My clients have advised that they will not be entertaining any further "deal revival" offers from your client and your client therefore remains in breach of the original Agreement after their failure to close Monday.

Thank you,
Matt

Please be advised that our office is open during normal business hours but some of our staff are working from home part-time. If you need to contact me via phone, please leave a message at 905-628-0101, ext. 108, and I will return your call as soon as I am able.

Please note that we are offering in-person appointments when necessary. Additional precautions are in place in accordance with public health recommendations.

We appreciate your patience as we continue to serve your legal needs.

Matthew McKarney
Barrister and Solicitor

Vandeputte Law Professional Corporation

92 King Street West, Dundas, ON L9H 1T9

Tel: 905-628-0101 x. 108

Fax: 905-628-0038

This email is directed in confidence to the person named above and may not otherwise be distributed, copied or disclosed. The content of this email may also be subject to solicitor-client privilege and all rights to that privilege are expressly claimed. If you have received this email in error, please return the email to us and delete the original without making a copy.

On Wed, Oct 7, 2020 at 3:20 PM Haris Zulqarnain <haris@treadstonelaw.ca> wrote:

Please let me know as I will have to return funds if we do not close.

Cheers,
Haris

Haris Zulqarnain

Treadstone Law

p: 416-546-8524 ext 1444 m: 905-290-1444



f: 416-221-7281
a: 2600 Skymark Avenue, Suite 5-201
Mississauga, Ontario L4W 5B2
w: treadstonelaw.ca e: haris@treadstonelaw.ca

From: Matt McKarney <matt@vandeputtelawpc.ca>
Sent: Wednesday, October 7, 2020 3:11 PM
To: Haris Zulqarnain <haris@treadstonelaw.ca>
Cc: Helen Black <helen@vandeputtelawpc.ca>
Subject: Re: 69-72 Stone Church Rd., Request for Update

Good Afternoon Haris,

I have not received instructions from my clients to provide any further amended materials or pursue this matter further. I will touch base with them and advise if I receive a response.

Thank you,
Matt

Please be advised that our office is open during normal business hours but some of our staff are working from home part-time. If you need to contact me via phone, please leave a message at 905-628-0101, ext. 108, and I will return your call as soon as I am able.

Please note that we are offering in-person appointments when necessary. Additional precautions are in place in accordance with public health recommendations.

We appreciate your patience as we continue to serve your legal needs.

Matthew McKarney
Barrister and Solicitor

Vandeputte Law Professional Corporation
92 King Street West, Dundas, ON L9H 1T9
Tel: 905-628-0101 x. 108
Fax: 905-628-0038

This email is directed in confidence to the person named above and may not otherwise be distributed, copied or disclosed. The content of this email may also be subject to solicitor-client privilege and all rights to that privilege are expressly claimed. If you have received this email in error, please return the email to us and delete the original without making a copy.

On Wed, Oct 7, 2020 at 1:47 PM Haris Zulqarnain <haris@treadstonelaw.ca> wrote:

Hi Matt,

Please forward updated statement of adjustments with the \$1500 penalty.

Thank you.

Cheers,
Haris

Haris Zulqarnain
Treadstone Law
p: 416-546-8524 ext 1444 m: 905-290-1444
f: 416-221-7281
a: 2600 Skymark Avenue, Suite 5-201
Mississauga, Ontario L4W 5B2



From: Matt McKarney <matt@vandeputtelawpc.ca>
Sent: Wednesday, October 7, 2020 12:22 PM
To: Haris Zulqarnain <haris@treadstonelaw.ca>
Cc: Helen Black <helen@vandeputtelawpc.ca>
Subject: Re: 69-72 Stone Church Rd., Request for Update

Hi Haris,

My clients have advised that they will not accept a smaller penalty.

Thank you,
Matt

Please be advised that our office is open during normal business hours but some of our staff are working from home part-time. If you need to contact me via phone, please leave a message at 905-628-0101, ext. 108, and I will return your call as soon as I am able.

Please note that we are offering in-person appointments when necessary. Additional precautions are in place in accordance with public health recommendations.

We appreciate your patience as we continue to serve your legal needs.

Matthew McKarney
Barrister and Solicitor

Vandeputte Law Professional Corporation
92 King Street West, Dundas, ON L9H 1T9
Tel: 905-628-0101 x. 108
Fax: 905-628-0038

This email is directed in confidence to the person named above and may not otherwise be distributed, copied or disclosed. The content of this email may also be subject to solicitor-client privilege and all rights to that privilege are expressly claimed. If you have received this email in error, please return the email to us and delete the original without making a copy.

On Wed, Oct 7, 2020 at 10:26 AM Matt McKarney <matt@vandeputtelawpc.ca> wrote:

Hi Haris,

I will take it to my clients and advise ASAP.

Thank you,
Matt

Please be advised that our office is open during normal business hours but some of our staff are working from home part-time. If you need to contact me via phone, please leave a message at 905-628-0101, ext. 108, and I will return your call as soon as I am able.

Please note that we are offering in-person appointments when necessary. Additional precautions are in place in accordance with public health recommendations.

We appreciate your patience as we continue to serve your legal needs.

Matthew McKarney
Barrister and Solicitor

Vandeputte Law Professional Corporation
92 King Street West, Dundas, ON L9H 1T9
Tel: 905-628-0101 x. 108
Fax: 905-628-0038

This email is directed in confidence to the person named above and may not otherwise be distributed, copied or disclosed. The content of this email may also be subject to solicitor-client privilege and all rights to that privilege are expressly claimed. If you have received this email in error, please return the email to us and delete the original without making a copy.

On Wed, Oct 7, 2020 at 9:57 AM Haris Zulqarnain <haris@treadstonelaw.ca> wrote:

Hi Matt,

I just left a voicemail. Are your clients agreeable to a smaller penalty? My clients may be able to manage paying \$500 as a penalty.

Cheers,
Haris

T

Haris Zulqarnain
Treadstone Law
 p: 416-546-8524 ext 1444 m: 905-290-1444
 f: 416-221-7281
 a: 2600 Skymark Avenue, Suite 5-201
 Mississauga, Ontario L4W 5B2
 w: treadstonelaw.ca e: haris@treadstonelaw.ca

From: Matt McKarney <matt@vandeputtelawpc.ca>

Sent: Tuesday, October 6, 2020 12:11 PM

To: Haris Zulqarnain <haris@treadstonelaw.ca>

Cc: Helen Black <helen@vandeputtelawpc.ca>

Subject: Re: 69-72 Stone Church Rd., Request for Update

Good Morning Haris,

My clients are not agreeable to closing on the terms suggested by your client. They have suffered financial consequences for having to scramble to close their own purchase last week and believe, rightly, that the costs should not fall on them to bear.

I confirm that your client failed to close yesterday when my clients were ready, willing, and able to close, and as such your client is in breach of the Agreement of Purchase and Sale.

Please be advised that my clients reserve the right to claim any and all damages flowing from your clients breach.

Thank you,
Matt

Please be advised that our office is open during normal business hours but some of our staff are working from home part-time. If you need to contact me via phone, please leave a message at 905-628-0101, ext. 108, and I will return your call as soon as I am able.

Please note that we are offering in-person appointments when necessary. Additional precautions are in place in accordance with public health recommendations.

We appreciate your patience as we continue to serve your legal needs.

Matthew McKarney
 Barrister and Solicitor

Vandeputte Law Professional Corporation
 92 King Street West, Dundas, ON L9H 1T9
 Tel: 905-628-0101 x. 108
 Fax: 905-628-0038

This email is directed in confidence to the person named above and may not otherwise be distributed, copied or disclosed. The content of this email may also be subject to solicitor-client privilege and all rights to that privilege are expressly claimed. If you have received this email in error, please return the email to us and

delete the original without making a copy.

On Tue, Oct 6, 2020 at 10:39 AM Haris Zulqarnain <haris@treadstonelaw.ca> wrote:

Hi Matt,

We should be in funds by end of day. Our clients are willing to close with an extra day mortgage per diem. Total due to your firm: 466,566.09.

They do not have funds for the \$1,500 in costs.

Please advise.

Cheers,
Haris



Haris Zulqarnain

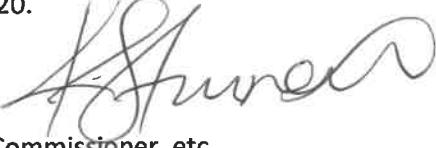
Treadstone Law

p: 416-546-8524 ext 1444 m: 905-290-1444
f: 416-221-7281
a: 2600 Skymark Avenue, Suite 5-201
Mississauga, Ontario L4W 5B2
w: treadstonelaw.ca e: haris@treadstonelaw.ca

EXHIBIT H

Letter of Apology

This is Exhibit "H" referred to in the
Affidavit of Helen Black
Sworn before me this 21st day of October,
2020.


A Commissioner, etc.

Kelly Jean Furneaux,

a Commissioner etc., Province of Ontario,
for Vandeputte Law Professional Corporation,
Expires August 13, 2022.

To the Sellers

I first would like to thank you for the two-day extension you give to me to obtain financing. You didn't have to, but you did, and I am forever grateful for that. It has always been a dream of mine to my own home. Never did I anticipate the process to be so stressful and difficult. I work casual as nurse and full time as a Personal Support Worker, however due to COVID 19 Ministry said health care workers can only work for one institution and I chose to work as a casual relief staff nurse for Halton Region.

In doing so my hours were not guaranteed hours, only to find out during this process that the banks would hold that against me was upsetting. I started this process in April 2020 and I look at many homes, however I fell in love with yours. I want you to understand that this delay was not of my doing. Everyday there was a change or an additional requirement causing a delay. I cannot believe that this is the way things are done. If I were in your shoes I would be upset as we all have financial commitments and struggles to face every day.

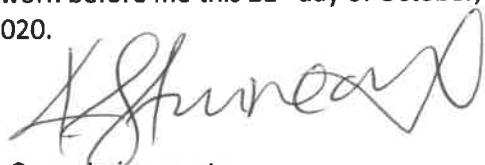
This purchase is important to me as this is my opportunity to start my family. After three years of failed fertility treatments I decided to foster a child. Only to find out that Canada don't place foster kids in high rise buildings. I am required to have a house. I walked through your home and I would see all the evidence of baby around your home and that would warm my heart. So, I come to you with a humble heart and I ask that you please reconsider. Everything that was requested of me by the bank I sincerely apologise to you for all the inconveniences and added stress that was impounded on you because of this delay.

L. Hanley

EXHIBIT I

Agreement of Purchase and Sale and Notice of Fulfillment ("Lee/Clark Agreement")

This is Exhibit "I" referred to in the
Affidavit of Helen Black
Sworn before me this 21st day of October,
2020.



A Commissioner, etc.

Kelly Jean Furneaux,

a Commissioner etc., Province of Ontario,
for Vandeputte Law Professional Corporation,
Expires August 13, 2022.



Form 101
for use in the Province of Ontario

Agreement of Purchase and Sale Condominium Resale

This Agreement of Purchase and Sale dated this 8 day of October 2020

BUYER: Michele Yun-Sze Lee David Nathaniel Robert Donald Clark, agrees to purchase from
(Full legal names of all Buyers)

SELLER: MELISSA ZWOLAK KENT STANLEY FOSTER the following
(Full legal names of all Sellers)

PROPERTY: a unit in the condominium property known as Townhouse No. 69
(Apartment/Townhouse/Suite/Unit)

located at 72 STONE CHURCH Road W HAMILTON ON

in the City of Hamilton

being WENTWORTH STANDARD CONDOMINIUM CORPORATION Condominium Plan No 168
(Legal Name of Condominium Corporation)

Unit Number 69 Level No. 1 Building No. L9B 2H8 together with ownership

or exclusive use of Parking Space(s) Surface Driveway & 1 Garage together with ownership or exclusive use of
(Number(s), Level(s))

Locker(s) None together with Seller's proportionate undivided tenancy-in-common interest
(Number(s), Level(s))

in the common elements appurtenant to the Unit as described in the Declaration and Description including the exclusive right to use such other parts of the common elements appurtenant to the Unit as may be specified in the Declaration and Description: the Unit, the proportionate interest in the common elements appurtenant thereto, and the exclusive use portions of the common elements, being herein called the "Property". \$522,500.00

PURCHASE PRICE: Dollars (CDN\$)

Five hundred twenty-two thousand, five hundred

..... Dollars

DEPOSIT: Buyer submits upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Fifteen Thousand Dollars (CDN\$) 15,000.00

by negotiable cheque payable to Keller Williams Complete Realty "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 attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer until 11:59 on the 8
(Seller/Buyer)

day of October 2020 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 30 day of October
2020 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):

The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association ("CREA") and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2020, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing this standard pre-set portion. OREA bears no liability for your use of this form.

- 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.: FAX No.: (905) 338-7351

[For delivery of Documents to Seller]

[For delivery of Documents to Buyer]

Email Address: Email Address: martas@royallepage.ca

[For delivery of Documents to Seller]

[For delivery of Documents to Buyer]

4. CHATTELS INCLUDED:

Refrigerator, Stove, Dishwasher, Microwave, Washer & Dryer, Garage Door Opener, Ceiling Fan Remote, Range Hood, All Window Coverings, All Electrical light fixtures, bathroom mirrors & Shower rods.

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:

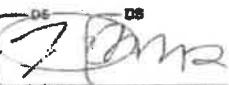
- 6. RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
Hot Water Tank, Furnace, Thermostat

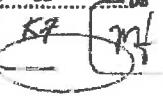
The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

- 7. COMMON EXPENSES:** Seller warrants to Buyer that the common expenses presently payable to the Condominium Corporation in respect of the Property are approximately \$ 390.00 per month, which amount includes the following:
Building Insurance, Building Maintenance, Common Elements, Parking,
Property Management Fees, Snow Removal, Water,

- 8. PARKING AND LOCKERS:** Parking and Lockers are as described above or assigned as follows: **Surface Driveway Parking & 1 Garage**

..... at an additional cost of:

INITIALS OF BUYER(S): 

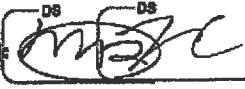
INITIALS OF SELLER(S): 

 The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

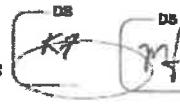
© 2020, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

- 9. HST:** If the sale of the Property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be included in 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.
- 10. TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 16 day of October 20 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 (..... Single Family Residential) may be lawfully continued. If within that time 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, 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 at 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. 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.
- 11. TITLE:** Buyer agrees to accept title to the Property subject to all rights and easements registered against title for the supply and installation of telecommunication services, electricity, gas, sewers, water, television cable facilities and other related services; provided that title to the Property is otherwise good and free from all encumbrances except: (a) as herein expressly provided; (b) any registered restrictions, conditions or covenants that run with the land provided such have been complied with; (c) the provisions of the Condominium Act and its Regulations and the terms, conditions and provisions of the Declaration, Description and By-laws, Occupancy Standards By-laws, including the Common Element Rules and other Rules and Regulations; and (d) any existing municipal agreements, zoning by-laws and/or regulations and utilities or service contracts.
- 12. 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, nonregisterable 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 Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
- 13. STATUS CERTIFICATE AND MANAGEMENT OF CONDOMINIUM:** Seller represents and warrants to Buyer that there are no special assessments contemplated by the Condominium Corporation, and there are no legal actions pending by or against or contemplated by the Condominium Corporation. The Seller consents to a request by the Buyer or the Buyer's authorized representative for a Status Certificate from the Condominium Corporation. Buyer acknowledges that the Condominium Corporation may have entered into a Management Agreement for the management of the condominium property.
- 14. 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. Seller agrees to deliver to Buyer, if it is possible without incurring any costs in so doing, copies of all current condominium documentation of the Condominium Corporation, including the Declaration, Description, By-laws, Common Element Rules and Regulations and the most recent financial statements of the Condominium Corporation. 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 setting 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.
- 15. MEETINGS:** Seller represents and warrants to Buyer that at the time of the acceptance of this Offer the Seller has not received a notice convening a special or general meeting of the Condominium Corporation respecting; (a) the termination of the government of the condominium property; (b) any substantial alteration in or substantial addition to the common elements or the renovation thereof; OR (c) any substantial change in the assets or liabilities of the Condominium Corporation; and Seller covenants that if Seller receives any such notice prior to the date of completion Seller shall forthwith notify Buyer in writing and Buyer may thereupon at Buyer's option declare this Agreement to be null and void and all monies paid by Buyer shall be refunded without interest or deduction.

INITIALS OF BUYER(S):

DS DS


INITIALS OF SELLER(S):

DS DS


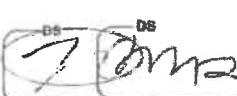


The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

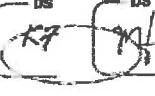
© 2020, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

- 16. 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.
- 17. APPROVAL OF THE AGREEMENT:** In the event that consent to this sale is required to be given by the Condominium Corporation or the Board of Directors, the Seller will apply forthwith for the requisite consent, and if such consent is refused, then this Agreement shall be null and void and the deposit monies paid hereunder shall be refunded without interest or other penalty to the Buyer.
- 18. INSURANCE:** The Unit and all other things being purchased shall be and remain at the risk of the Seller until completion. In the event of substantial damage to the Property Buyer may at Buyer's option either permit the proceeds of insurance to be used for repair of such damage in accordance with the provisions of the Insurance Trust Agreement, or terminate this Agreement and all deposit monies paid by Buyer hereunder shall be refunded without interest or deduction. 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.
- 19. DOCUMENT PREPARATIONS:** 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.
- 20. 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.
- 21. ADJUSTMENTS:** Common Expenses; realty taxes, including local improvement rates; mortgage interest; rentals; unmetered public or private utilities and fuel where billed to the Unit and not the Condominium Corporation; are to be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Buyer. There shall be no adjustment for the Seller's share of any assets or liabilities of the Condominium Corporation including any reserve or contingency fund to which Seller may have contributed prior to the date of completion.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 28. 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.
- 29. 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.
- 30. 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):

 DS
T. Dorn

INITIALS OF SELLER(S):

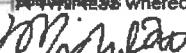
 DS
KJ
M

31. 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:

(Witness)

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



10/8/2020 | 6:17 PM E

(Seal)

(Date) 10/8/2020 | 6:25 PM

(Witness)


Buyer
CD8F63CE6CA6431

(Seal)

(Date)

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:

(Witness)

DocuSigned by:

Kurt Foster

DocuSigned by:


Seller
CD8F63CE6CA6431

10/8/2020 | 5:44 PM PD

(Seal)

(Date) 10/8/2020 | 5:37 PM PD

(Witness)

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)

(Spouse)

(Seal) (Date)

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 9:04pm this 8 October 2020 day of.

(a.m./p.m.)

DocuSigned by:


Kurt Foster
(Signature of Seller or Buyer)**INFORMATION ON BROKERAGE(S)**

Listing Brokerage

Keller Williams Complete Realty

(Tel. No.)

Gary Vandervelde

(Salesperson/Broker/Broker of Record Name)

Co-op/Buyer Brokerage

Royal LePage Real Estate Services Ltd., Brokerage

(905) 338-3737

(Tel. No.)

Marta Swiecki

(Salesperson/Broker/Broker of Record 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.

Kurt Foster

DocuSigned by:

Seller
CD8F63CE6CA6431

10/8/2020 | 5:

(Date)

10/8/2020 | 5:

(Date)

10/8/2020 | 6:17 PM

(Date)

10/8/2020 | 6:25 PM

(Date)

Address for Service

(Tel. No.)

(Tel. No.)

Seller's Lawyer

Buyer's Lawyer

Address

Address

Email

Email

(Tel. No.)

(Fax. No.)

(Tel. No.)

(Fax. No.)

Property Manager: (Name)

(Address)

(Tel. No., FAX No.)

FOR OFFICE USE ONLY**COMMISSION TRUST AGREEMENT**

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:
 In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to the Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by: 
Marta SwieckiNicole Vandervelde
(Authorized to bind the Listing Brokerage)

[Authorized to bind the Co-operating Brokerage]

 The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association ("CREA") and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2020, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard preset portion. OREA bears no liability for your use of this form.



Schedule A

Agreement of Purchase and Sale - Condominium Resale

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

BUYER: Michele Yun-Sze Lee David Nathaniel Robert Donald Clark, and
SELLER: MELISSA ZWOLAK KENT STANLEY FOSTER

for the purchase and sale of 72 STONE CHURCH Road W 69

HAMILTON ON dated the 8 day of October , 20 20.....

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, 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.

This offer is conditional upon the Buyer and the Buyer's lawyer reviewing the Status Certificate and Attachments and finding the Status Certificate and Attachments satisfactory in the Buyer's and the Buyer's lawyer's sole and absolute discretion. The Seller agrees to request at the Seller's expense, the Status Certificate and Attachments within 3 days after acceptance of this Offer. Unless the buyer gives notice in writing to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 5 p.m. on the fifth day (excluding Saturdays, Sundays and Statutory Holidays) following receipt by the buyer of the Status Certificate and Attachments, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

The Seller represents and warrants that the chattels and fixtures as included in this Agreement of Purchase and Sale will be in good working order and free from all liens and encumbrances on completion. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction.

The Buyer shall have the right to visit the property two further times prior to completion, at a mutually agreed upon time, provided that notice is given to the Seller. The Seller agrees to provide access to the property for the purpose of this visit.

The Seller agrees to leave the premises, including the interior and exterior, in a clean and broom swept condition.

The Seller agrees to deliver to the Buyer on completion of this transaction all keys, Canada Post mail box keys, garage door openers & remotes that pertain to this property, as well as all manuals, warranties, guaranties, permits etc., in their possession for any renovations, additions to home, appliances, furnace and air conditioners, hot water tank etc.

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association ("CREA") and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2020, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.



Form 105
for use in the Province of Ontario

Schedule B Agreement of Purchase and Sale

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:
BUYER: Michele Yun-Sze Lee **SELLER:** Nathaniel Robert Donald David Clark
BUYER: ZWOLAK, MELISSA; FOSTER, KENT STANLEY
SELLER:
72 STONE CHURCH Road W Unit #69, Hamilton, Ontario L9B 2H8
 for the property known as
 dated the 10/8/2020 | 6:25 PM EDT
 day of 20.....

The parties to this agreement hereby acknowledge and agree that the deposit holder, Keller Williams Complete Realty, Brokerage, shall place the deposit into its interest bearing real estate trust account, which earns interest at the current rate of prime less 2.25% per annum or as adjusted from time to time by Meridian Credit Union Limited. The parties to this agreement agree that should the amount of interest calculated be more than the \$75.00 administrative fee, the Deposit Holder shall pay the beneficial owner of the trust money the interest accrued upon the successful completion of this transaction; otherwise the Deposit Holder will retain it and that this Schedule forms part of the terms of the trust. The parties further agree that: 1. No interest shall be paid to the beneficial owner of the trust unless they provide the Deposit Holder with a Social Insurance Number (SIN) for use on the T5 forms by no later than thirty (30) days following the completion of this transaction, 2. If the SIN is not received within 30 days following completion, said interest shall be forfeited to the Deposit Holder and 3. Any interest cheques issued by the Deposit Holder that are not cashed within six (6) months following completion of this transaction shall be forfeited to the Deposit Holder.

In accordance with the Federal Privacy Act (PIPEDA), the parties hereto agree to allow the Brokerages to distribute and use sale related information regarding this property, including the sale price before the day of closing and in future marketing materials.

The parties hereto acknowledge that, 1. They have had the opportunity to consult with applicable professional advisers prior to signing this Agreement, 2. All measurements, square footage and information provided by Keller Williams Complete Realty, Brokerage 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, Keller Williams Complete Realty, Brokerage does not warrant their accuracy, 3. The types of representation as defined in the Real Estate and Business Brokers Act, 2002, (REBBA 2002) were explained prior to this offer being signed.

The Seller hereby acknowledges that it may be a requirement of the Buyer's lender to have an appraiser access the entire subject property prior to closing. The Seller covenants and agrees to provide access for such purposes and this may be in addition to the Buyer's specified visits.

The parties hereto consent and agree to the use of electronic signatures pursuant to the Electronics Commerce Act 2000, S.O. 2000, c.I7 as amended from time to time with respect to this agreement and any other documents respecting this transaction.

The parties agree that any deposit to be delivered by the Buyer to the Deposit Holder must be a Certified Cheque or Bank Draft or may be delivered by Wire Transfer or Direct Deposit, to an account designated by the Deposit Holder. Provided further that the Buyer making the Wire Transfer shall add the Bank's service fee of \$13.00 (thirteen dollars) to the deposit amount and also supply such information to the Deposit Holder as required to comply with REBBA 2002, as amended from time to time and/or to comply with other statutory requirements.

For purposes of this Agreement, the terms "Banking/Business Days" shall mean until 11:59 p.m. on any calendar day, other than Saturday, Sunday, or Statutory Holiday in the Province of Ontario.

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and related logos are used by The Canadian Real Estate Association ("CREA") and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2020, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard prefill portion. OREA bears no liability for your use of this form.

**Form 124**

for use in the Province of Ontario

Notice of Fulfillment of Condition(s)

Agreement of Purchase and Sale

BUYER: Michele Yun-Sze Lee David Nathaniel Robert Donald Clark

SELLER: MELISSA ZWOLAK KENT STANLEY FOSTER

REAL PROPERTY: 72 STONE CHURCH Road W 69

HAMILTON ON

In accordance with the terms and conditions of the Agreement of Purchase and Sale dated the 8 day of October

20.20....., regarding the above property, I/We hereby confirm that I/We have fulfilled the condition(s) which read[s] as follows:
This offer is conditional upon the Buyer and the Buyer's lawyer reviewing the Status Certificate and Attachments and finding the Status Certificate and Attachments satisfactory in the Buyer's and the Buyer's lawyer's sole and absolute discretion. The Seller agrees to request at the Seller's expense, the Status Certificate and Attachments within 3 days after acceptance of this Offer. Unless the buyer gives notice in writing to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 5 p.m. on the fifth day (excluding Saturdays, Sundays and Statutory Holidays) following receipt by the buyer of the Status Certificate and Attachments, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

All other terms and conditions in the aforementioned Agreement of Purchase and Sale to remain unchanged.

For the purposes of this Notice of Fulfillment of Condition, "Buyer" includes purchaser and "Seller" includes vendor.

DATED at Oakville , Ontario, at this 14th day of October 20.20

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness)
.....

(Witness)
.....

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

..... DocuSigned by:
..... (Buyer/Seller) DEACBF11A2BC4C8..
..... (Seal) [Date]

10/14/2020 | 12:02 PM EDT

..... DocuSigned by:
..... (Buyer/Seller) CDE683CEB6CA5431..
..... (Seal) [Date]

10/14/2020 | 2:55 PM EDT

Receipt acknowledged at this day of 20.20 by:
 (a.m./p.m.)

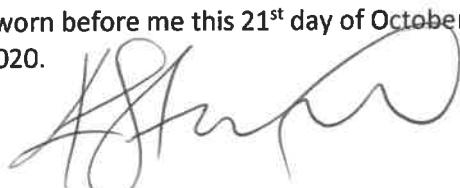
Nicole Vandervelde
Print Name:

..... DocuSigned by:
Signature: Nicole Vandervelde
..... E130E546F97B481...

EXHIBIT J

Parcel Register and Caution Instrument WE1461997

This is Exhibit "J" referred to in the
Affidavit of Helen Black
Sworn before me this 21st day of October,
2020.



A Commissioner, etc.

Kelly Jean Furneaux,
a Commissioner etc., Province of Ontario,
for Vandepitte Law Professional Corporation,
Expires August 13, 2022.

Properties

PIN	18168 - 0069 LT	Interest/Estate	Fee Simple
Description	UNIT 69, LEVEL 1, WENTWORTH CONDOMINIUM PLAN NO. 168 ; PT LT 2, PL 427 , PT 1, 62R-11275, AS IN DECLARATION LT296475, S/T EASEMENT IN FAVOUR OF THE HYDRO-ELECTRIC COMMISSION OF THE CITY OF HAMILTON OVER PT 1, 62R11692 AS IN LT297117 ; HAMILTON		
Address	69 UNIT 72 STONE CHURCH RD W HAMILTON		

Consideration

Consideration \$1.00

Owner(s)

Name	FOSTER, KENT STANLEY
Address for Service	
Name	ZWOLAK, MELISSA
Address for Service	

Cautioner(s)

Capacity

Share

Name	HANLEY, LAVAUGHN NICOLE
Address for Service	2600 Skymark Avenue, Suite 5-201, Mississauga, Ontario L4W5B2

This document is not authorized under Power of Attorney by this party.

Statements

The applicant is entitled to register a caution against the land under an agreement of purchase and sale dated 2020/08/18. The sale is to be completed by 2020/10/05

The applicant is prepared to produce the agreement for inspection within fourteen (14) days of request of any person and consents to the cancellation of the caution on presentation of proof satisfactory to the Land Registrar that the agreement was not produced on request.

The Land Registrar is authorized to delete this caution 60 days from the date of closing, which is 2020/12/03.

Schedule: See Schedules

Signed By

Umar Zulqarnain	2600 Skymark Avenue, Suite 5-201 acting for Mississauga L4W 5B2	Signed 2020 10 16 Cautioner(s)
-----------------	---	-----------------------------------

Tel 647-677-6094

Fax

I have the authority to sign and register the document on behalf of the Cautioner(s).

Submitted By

TREADSTONE LAW PROFESSIONAL CORPORATION	2600 Skymark Avenue, Suite 5-201 Mississauga L4W 5B2	2020 10 16
---	--	------------

Tel 647-677-6094

Fax

Fees/Taxes/Payment

Statutory Registration Fee	\$65.05
Provincial Land Transfer Tax	\$0.00
Total Paid	\$65.05

File Number

Cautioner Client File Number : 19

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 18168 - 0069 UNIT 69, LEVEL 1, WENTWORTH CONDOMINIUM PLAN NO. 168 ; PT LT 2, PL 427 , PT 1, 62R-11275, AS IN DECLARATION LT296475, S/T EASEMENT IN FAVOUR OF THE HYDRO-ELECTRIC COMMISSION OF THE CITY OF HAMILTON OVER PT 1, 62R11692 AS IN LT297117 ; HAMILTON

BY: FOSTER, KENT STANLEY

ZWOLAK, MELISSA

TO: HANLEY, LAVAUGHN NICOLE

1. UMAR ZULQARNAIN

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for HANLEY, LAVAUGHN NICOLE described in paragraph(s) ((c)) above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for _____ described in paragraph(s) () above.
- (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposited to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$0.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$0.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$0.00

4.

Explanation for nominal considerations:

a) other: Application to register notice of an unregistered estate, right, interest, or equity (under section

71 of the Land Titles Act)

5. The land is not subject to an encumbrance**6. Other remarks and explanations, if necessary.**

1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
 3. (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
 4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
 5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

A. Nature of Instrument: Caution Of Agreement Of Purchase And Sale

LRO 62 Registration No. WE1461997 Date: 2020/10/16

B. Property(s): PIN 18168 - 0069 Address 72 STONE CHURCH Assessment 2518080 - 94100283
RD W UNIT 69 Roll No
HAMILTON

C. Address for Service: 2600 Skymark Avenue, Suite 5-201, Mississauga, Ontario L4W5B2

D. (i) Last Conveyance(s): PIN 18168 - 0069 Registration No. WE1218220

(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known E. Tax Statements Prepared By: Umar Zulqarnain
2600 Skymark Avenue, Suite 5-201
Mississauga L4W 5B2

**Application to register notice of an unregistered
estate, right, interest, or equity (under section
71 of the *Land Titles Act*)**

Land Titles Act

To: The Land Registrar for the Land Titles Division of **HAMILTON WENTWORTH**
I, **HANLEY, LAVAUGHN HANLEY** have an unregistered estate, right, interest or equity
in:

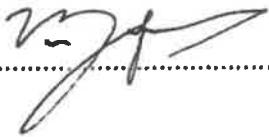
1. The land registered in the names of **FOSTER, KENT STANLEY AND ZWOLAK,**
MELISSA

as all of Parcel/PIN **18168-0069**

And hereby apply under section 71 of the *Land Titles Act* for the entry of a Notice of
Purchaser's Lien in the register for the said parcel.

I hereby authorize the land registrar to delete the notice from the parcel register upon the
expiration of **60 DAYS** unless extended, upon further application, for an additional
period.

Dated **October 16, 2020**



.....

The address of the applicant(s) for service is:
5-201 2600 Skymark Avenue, Mississauga, Ontario L4W 5B2

**Affidavit in support of an application for a caution or for an inhibiting order (under
sections 23, 43, and 131 of the *Land Titles Act*)**

Land Titles Act

I, UMAR ZULQARNAIN, make oath and say as follows:

I am the solicitor for the applicant named in the attached application for a caution.
The nature of the applicant's interest in the land is as follows:

A Party to the Agreement of Purchase and Sale dated August 19, 2020.

Sworn before me)
at the City)
of Mississauga in the Province)
of Ontario)
this 16th day of)
October, 2020)
.....
A Commissioner, etc.





PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 3
PREPARED FOR: anthony01

ON 2020/10/16 AT 16:30:50

PIN: 18168-0069 (LT)

LAND

REGISTRY

OFFICE #62

PROPERTY DESCRIPTION: UNIT 69, LEVEL 1, WENTWORTH CONDOMINIUM PLAN NO. 168 ; PT LT 2, PT 1, 62R-11275, AS IN DECLARATION LT290475, S/T EASEMENT IN FAVOUR OF THE HYDRO-ELECTRIC COMMISSION OF THE CITY OF HAMILTON OVER PT 1, 62R1692 AS IN LT297117 : HAMILTON

PROPERTY REMARKS:

ESTATE, QUALIFERS:
FEE SIMPLE
ABSOLUTE

FIRST CONVERSION FROM BOOK

CAPACITY SHARE

JTN

JTN

ZWOLAK, MELISSA

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
EFFECTIVE 2000/07/29	THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1994/08/29 ON THIS PIN					
** WAS REPLACED WITH THE "PIN CREATION DATE" OF 1994/08/29 **						
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1994/08/26 **						
VM1176 1989/07/17	ASSIGNMENT GENERAL			*** DELETED AGAINST THIS PROPERTY ***		
REMARKS: RENTS, VM775 ; DELETED UNDER LT298675 (2000-06-23 AMB)						
VM35937 1990/02/12	AGREEMENT					C
LT295675 1991/03/12	DECLARATION CONDO					C
LT297117 1991/03/26	TRANSFER EASEMENT					C
LT297495 1991/03/28	BYLAW					C
REMARKS: NO. 1						
LT297496 1991/03/28	BYLAW					C
REMARKS: NO. 2						
62R11692 1991/04/08	PLAN REFERENCE					C
LT310619 1991/10/21	NO CHNG ADDR INST					C
LT311078 1991/10/28	TRANSFER					C
				*** COMPLETELY DELETED ***		
LT311079 1991/10/28	CHARGE			*** COMPLETELY DELETED ***		
					BANK OF MONTREAL	

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



PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 3 OF 3
PREPARED FOR anthony01
OFFICE #62
* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
WE1051524	2015/07/20	CONDO BY-LAW/98 REMARKS: BY-LAW NO. 3		THE TORONTO-DOMINION BANK		C
WE1218220	2017/06/30	TRANSFER	\$375,000	PANETTA, MARY JOANNE PANETTA, NATALIE KATHLEEN	FOSTER, KENT STANLEY ZWOIAK, MELISSA	C
WE1218221	2017/06/30	CHARGE	\$370,500	FOSTER, KENT STANLEY ZWOIAK, MELISSA	COMPUTERSHARE TRUST COMPANY OF CANADA	C
WE1222258	2017/07/18	DISCH OF CHARGE REMARKS: WE928169.		*** COMPLETELY DELETED *** CIBC MORTGAGES INC.		C
WE1251278	2017/11/17	NO SEC INTEREST	\$9,500	2035581 ONTARIO INC.	HANLEY, LAURAWN NICOLE	C
WE1461997	2020/10/16	CAN ASR PUR & SALE	\$1	FOSTER, KENT STANLEY ZWOIAK, MELISSA		

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

EXHIBIT K

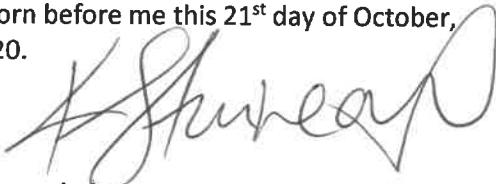
Requisition Letter under Lee/Clark Agreement

This is Exhibit "K" referred to in the
Affidavit of Helen Black
Sworn before me this 21st day of October,
2020.

A Commissioner, etc.

Kelly Jean Furneaux,

a Commissioner etc., Province of Ontario,
for Vandepitte Law Professional Corporation,
Expires August 13, 2022.



ANTON & WILOWSKI LLP
BARRISTERS & SOLICITORS

1500 – 4 Robert Speck Parkway
Mississauga, Ontario L4Z 1S1
[T] 905-949-3643
[F] 905-896-0391
www.antonwilowski.ca

Anthony Anton, *B.A. LL.B.*
anthony@antonwilowski.ca

Jennifer Wilowski, *B.A. LL.B.*
jennifer@antonwilowski.ca

October 16, 2020

BY EMAIL ONLY TO: matt@vdplaw.ca

Vandeputte Law
Barristers & Solicitors
92 King Street West
Dundas, Ontario L9H 1T9

Attention: Matthew McKarney

Dear Sir or Madam:

Re: Lee/Clark purchase from Zwolak/Foster
69-72 Stone Church Rd W, Hamilton
Closing Date: October 30, 2020
Our File No.: AA20-185

Without prejudice to the rights of our clients under the Agreement of Purchase and Sale, and reserving the right to submit such further and other requisitions as may be deemed necessary from time to time as well as the right to waive any or all of them, we wish to raise the following requisitions:

1. REQUIRED: Draft Transfer of Land, engrossed as follows:

<u>Full Name</u>	<u>Birthdate</u>
LEE, Michele	July 9, 1990
CLARK, David Nathaniel	April 25, 1990
as joint tenants	

PLEASE MESSAGE THE TRANSFER TO ANTHONY ANTON.

2. REQUIRED: Statement of Adjustments, in duplicate.
3. REQUIRED: On or before closing, satisfactory evidence of compliance with the following legislation:
 - a) The Family Law Act, Ontario;
 - b) Section 116 of the Income Tax Act, Canada;

- c) The Planning Act, Ontario, including completion of the Planning Act statements in the Transfer of Land;
 - d) The Construction Lien Act, Ontario.
4. REQUIRED: On or before closing, satisfactory evidence that there are no executions affecting title to the subject property.
5. REQUIRED: On or before closing, production and delivery of evidence that all buildings situate on the lands herein are located entirely within the limits thereof, that possession has been consistent with registered title to the property and that there are no encumbrances, liens, rights of way, easements, encroachments, restrictions, or agreements of any kind affecting the property which are not disclosed by the registered title.
6. REQUIRED: On or before closing, evidence that there are no work orders outstanding and that the lands and premises and all structures erected thereon comply with all by-laws, standards and regulations enacted or passed by the City of Hamilton and any other governmental body or department having jurisdiction thereover.
7. REQUIRED: On or before closing, evidence that:
 - a) there are no arrears of municipal taxes or other municipal charges or assessments, including penalties, and that taxes have been paid in accordance with the Statement of Adjustments;
 - b) payment of water, hydro, and gas are not in arrears and that each shall be paid to the date of closing;
8. REQUIRED: On or before closing, satisfactory evidence that the property has not been insulated with urea-formaldehyde foam insulation.
9. REQUIRED: On or before closing, satisfactory evidence that the fixtures affixed to the lands and buildings, and the chattel property included in the purchase price are the property of the vendors and are not subject to any conditional sales contract, chattel mortgage or lien note and that the vendors are the absolute owners of all such fixtures and chattels, free of any encumbrances.
10. REQUIRED: An opportunity for our clients to perform a final inspection of the premises.
11. REQUIRED: On closing, keys and vacant possession, subject to any tenancy which the purchasers has expressly agreed to assume pursuant to the Agreement of Purchase and Sale.
12. REQUIRED: On or before closing, evidence that this transaction is not subject to Harmonized Sales Tax.

13. REQUIRED: That the vendors execute and provide the following documents to our office, in duplicate, on or before closing:
 - a) Vendor's undertakings;
 - b) Warranties/Bill of Sale;
 - c) Declaration of Possession;
 - d) Statutory declaration re HST.
14. REQUIRED: That the enclosed personal undertaking, having been prepared in the form required by our office, be executed by you and returned to us on closing.
15. REQUIRED: Evidence that the use of the unit and the property and the common elements are in compliance with all relevant municipal by-laws and that there are no outstanding building permits, works orders, correction orders or deficiency orders of any kind whatsoever against the unit or the common elements.
16. REQUIRED: Status Certificate in accordance with the Condominium Act, containing among other things, the following:
 - a) financial statements;
 - b) budget;
 - c) declaration;
 - d) management agreement; and
 - e) particulars of the blanket insurance policy.
17. REQUIRED: Copies of Condominium by-laws and regulations.
18. REQUIRED: Production on or before closing of satisfactory evidence as to the persons who are the directors and officers of the Condominium Corporation.
19. REQUIRED: Production on or before closing of satisfactory evidence as to the amount of any monies borrowed by the Condominium Corporation.
20. REQUIRED: On or before closing, production and delivery of satisfactory evidence that there are no unsatisfied judgments against the Condominium Corporation, nor any actions, suits or proceedings outstanding, pending, threatened against or otherwise affecting the Condominium Corporation.
21. REQUIRED: On or before closing, production and delivery of satisfactory evidence that the Condominium Corporation has not given notice convening a special or general meeting of the unit owners respecting any of the following matters:
 - a) the termination of the government of the condominium property;
 - b) any alteration in or addition to the common elements, or the renovation thereof; or
 - c) any substantial change in the assets or liabilities of the Condominium Corporation.

22. Instrument No. WE1218221 is a Charge/Mortgage of Land registered June 30, 2017 from Kent Stanley Foster and Melissa Zwolak in favour of COMPUTERSHARE TRUST COMPANY OF CANADA securing the principal sum of \$370,500.00.

REQUIRED: On or before closing, production and registration of a good and valid discharge of this Mortgage.

23. Instrument No. WE1251278 is a Notice of Security Interest registered November 17, 2017 by 2035881 ONTARIO INC. of in the amount of \$9,500.00.

REQUIRED: On or before closing, production and registration of a good and valid discharge of said Notice of Security Interest.

24. Instrument No. WE1461997 is a Caution of Agreement of Purchase and Sale registered October 16, 2020 by Kent Stanley Foster and Melissa Zwolak by Lavaughn Nicole Hanley.

REQUIRED: On or before closing, production and registration of a withdrawal of said Caution.

We reserve the right to make further and other requisitions as may be required.

Please provide your void trust cheque for the direct deposit of the balance due on closing.

We wish to advise that we will NOT be entering into a Document Registration Agreement with your office, however, we have adopted and will be abiding by the Document Registration Agreement prepared by the Law Society of Ontario, which document version was adopted by the Joint LSO-CBAO Committee on Electronic Registration of Title Documents on March 29, 2004, and which can be viewed at The Law Society of Ontario website.

Yours very truly,

Anton & Wilowski LLP



Anthony Anton

AA:

Zwolak et al
Applicant

Hanley
Respondent

Court File No.: CV-20-74199

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT HAMILTON

APPLICATION RECORD

VANDEPUTTE LAW PROFESSIONAL CORPORATION
Barristers and Solicitors
92 King Street West
Dundas, ON L9H 1V3

Tel: 905-628-0101
Fax: 905-628-0038

CASEY VANDEPUTTE
LSUC #: 617281

casey@vandeputtelawpc.ca

Solicitor for the Applicant