

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N :

EXPORT DEVELOPMENT CANADA

Applicant

- and -

ANTAMEX INDUSTRIES ULC

Respondent

**AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the
Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, as amended, and section
101 of the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended**

**MOTION RECORD
(LIFT STAY AND INTERVENTION)**

May 15, 2024

MARGIE STRUB CONSTRUCTION LAW LLP
2300 Yonge Street, Suite 2001
Mailbox 2331
Toronto, Ontario, M4P 1E4

JOHN MARGIE LSO No.: 36801D
Tel: (416) 473-7963 / Fax: 1 (855) 940-4101

Lawyers for Klimer Platforms Inc.

TO: **SERVICE LIST**

AND

TO: **THIS HONOURABLE COURT**

TABLE OF CONTENTS

TABLE OF CONTENTS

TAB	DOCUMENT	PDF PG. NO.
A	Notice of Motion returnable on May 22, 2024	5-23
B	Affidavit of Darina Mishiyev sworn on May 15, 2024	24-28
1	Exhibit "1" : Klimer Rental PO Lien in the amount of \$861,654.02	29-36
2	Exhibit "2" : Klimer's Service PO Lien in the amount of \$141,254.33	37-44
3	Exhibit "3" : Order of Associate Justice Wiebe vacating Klimer's Rental PO Lien	45-55
4	Exhibit "4" : Order of Associate Justice Wiebe vacating Klimer's Service PO Lien	56-67
5	Exhibit "5" : Statement of Claim of Klimer, Court File No. CV-21-00674166	68-83
6	Exhibit "6" : Statement of Claim of Klimer, Court File No. CV-21-00674168	84-99
7	Exhibit "7" : Endorsement and Judgment of Reference of the Honourable Justice Sanfilippo dated July 15, 2022	100-106
8	Exhibit "8" : Trial Directions #8 of Associate Justice Robinson, dated May 9, 2024	107-115
9	Exhibit "9" : Email from Caitlin McIntyre, counsel for the Receiver to John Margie, dated April 2, 2024	116-129
C	Order	130-134

TAB A

Court File No. CV-24-00715153-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN :

EXPORT DEVELOPMENT CANADA

Applicant

- and -

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**AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the
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101 of the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended**

**NOTICE OF MOTION
(LIFT STAY AND INTERVENTION)**

Klimer Platforms Inc. ("**Klimer**") will make a motion to the court, on consent of the Receiver and of Aviva Insurance Company of Canada, on May 22, 2024, or as soon after that time as the motion can be heard, at the Courthouse, 330 University Avenue, 8th Floor, Toronto, Ontario.

PROPOSED METHOD OF HEARING:

- in writing under subrule 37.12.1(1);
- in writing as an opposed motion under subrule 37.12.1(4);
- in person;
- by telephone conference;

by video conference.

THE MOTION IS FOR AN ORDER THAT:

1. Abridging the time for service and validating service of the notice of motion and motion record and dispensing with further service;
2. Granting leave to Aviva to intervene in the lien actions commenced by Klimer as against Antamex Industries ULC ("**Antamex**"), among others, under Court File Nos.: CV-21-00674166 and CV-21-00674168 commenced in Toronto (the "**Klimer Lien Actions**"), as an added party, and that Aviva shall be entitled to advance the defences, set-offs, and counterclaims of Antamex in the Klimer Lien Actions.
3. Requiring that Aviva comply with all procedural steps including pleading, production, and discovery that could have been demanded of Antamex in the Klimer Lien Actions, and neither Antamex nor the Receiver shall have any obligation to proceed with any of the foregoing steps provided that the stay of proceedings granted in the Receivership Appointment Order in these proceedings dated March 5, 2024, (as amended and restated March 13, 2024) (the "**Receivership Order**") remains effective.
4. In order to advance the defences, set-offs, and counterclaims of Antamex, Aviva shall be at liberty to file a Statement of Defence and Counterclaim in the Klimer Lien Actions.
5. Aviva shall be solely responsible for the payment of any costs in the Klimer Lien Actions which the Court may order be paid by Aviva.
6. A copy of this Order shall be filed in the Klimer Lien Actions.

7. Lifts the stay of proceedings in the Receivership Order, solely to the extent necessary to permit the Klimer Lien Actions to proceed as set out above and, for greater certainty, although Aviva will advance the defences, set-offs, and counterclaims of Antamex in the Klimer Lien Actions, neither Antamex nor the Receiver shall be required to take any steps in connection with the Klimer Lien Actions and any steps to recover any amounts from Antamex in connection with the Klimer Lien Actions shall remain stayed and suspended.

THE GROUNDS for the motion are:

1. On December 21, 2021, Klimer commenced the Klimer Lien Actions against Antamex.
2. On December 14, 2021, pursuant to the Order of Associate Justice Wiebe, Antamex vacated Klimer's claims for lien by posting security in the form of Lien Bonds. As a result, Klimer's liens now attach to the lien bonds posted by Antamex.
3. On July 15, 2022, the Klimer Lien Actions were referred to Associate Judge for Trial.
4. On March 5, 2024, pursuant to the Order of Justice Black, a receiver was appointed of all of the assets, undertakings and properties of Antamex and all proceedings as against Antamex were stayed and suspended pending further Order of the Court.
5. The Receiver and Aviva Insurance Company of Canada consent to the Order being sought on this motion.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. The Affidavit of Darina Mishiyev, sworn May 15, 2024, filed;
 2. Consent of the Klimer, the Receiver and Aviva Insurance Company of Canada, filed;
- and,

3. Such further and other documentary evidence as counsel may advise and this Honourable Court may permit.

May 15, 2024

MARGIE STRUB CONSTRUCTION LAW LLP

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Lawyers for Klimer Platforms Inc.

TO: **SERVICE LIST ATTACHED AS SCHEDULE "A"**

AND

TO: **THIS HONOURABLE COURT**

Schedule "A"

Court File No. CV-24-00715153-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N :

EXPORT DEVELOPMENT CANADA

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**AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of
the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and
section 101 of the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended****SERVICE LIST
(as of April 9, 2024)**

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Court File No.: CV-24-00715153-00CL

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
1985, c. B-3, AS AMENDED

R.S.C.

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

Proceeding commenced at TORONTO

**NOTICE OF MOTION
(Lift Stay and Intervention)**

MARGIE STRUB CONSTRUCTION LAW
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Email : jmargie@margiestrub.com

Lawyer for Klimer Platforms Inc.

TAB B

Court File No. CV-24-00715153-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

BETWEEN :

EXPORT DEVELOPMENT CANADA

Applicant

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Respondent

**AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of the
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101 of the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended**

**AFFIDAVIT OF DARINA MISHIYEV
(Lift Stay and Intervention)**

**I, DARINA MISHIYEV, of the City of Vaughan, in the Province of Ontario, MAKE OATH
AND SAY AS FOLLOWS:**

1. I am a Law Clerk at the law firm of Margie Strub Construction Law LLP, lawyers for Klimer Platforms Inc. ("**Klimer**"), and as such have personal knowledge of the matters hereinafter deposed. Where I do not have personal knowledge, I state the source of my information and belief.

2. Generally, Klimer provided a mast climbing system for use by Antamex Industries ULC (“**Antamex**”) with respect to the construction of a project known as The Well, Building G, being an office tower.

3. On November 23, 2021, Klimer, registered two claims for lien in the Land Registry Office for the Land Registry Division (No. 80), Toronto, Ontario, for its supply of services and materials to The Well project, an improvement located on the lands and premises described in Klimer’s claim for lien (the “**Project**”).

4. Klimer’s claims for lien were registered as follows:

a. AT5918014 - Klimer Claim for Lien – Rental PO, in the amount of \$861,654.02; and

Exhibit “1”: Klimer Rental PO Lien in the amount of \$861,654.02

b. AT5918011 - Klimer Claim for Lien – Services PO, in the amount of \$141,254.33.

Exhibit “2”: Klimer’s Service PO Lien in the amount of \$141,254.33

5. On or about December 14, 2021, pursuant to the Orders of Associate Justice Wiebe, Antamex vacated Klimer’s claims for lien by posting lien bond security as follows:

a. Klimer’s Rental PO Lien was vacated upon Antamex posting security in the form of Lien Bond No. 31835-21, issued by Aviva Insurance Company of Canada, in the sum of \$911,654.02, being the amount of \$861,654.02, together with \$50,000.00 as security for costs.

Exhibit “3”: Order of Associate Justice Wiebe vacating Klimer’s Rental PO Lien

- b. Kilmer's Services PO Lien was vacated upon Antamex posting security in the form of Lien Bond No. 31834-21, issued by Aviva Insurance Company of Canada, in the sum of \$176,567.92, being the amount of \$141,254.33, together with \$35,313.59 as security for costs.

Exhibit "4": Order of Associate Justice Wiebe vacating Klimer's Service PO Lien

6. Since Antamex vacated the registration of Klimer's claims for lien, in accordance with section 44(6) of the *Construction Act*, the liens of Klimer cease to be a charge upon the premises and cease to attach to holdback and instead become a charge upon the lien bond security posted into court by Antamex.

7. On December 21, 2021, Klimer commenced two actions under Court File Nos.: CV-21-00674166 and CV-21-00674166 commenced in Toronto (the "**Klimer Lien Actions**") perfecting Klimer's Services PO Lien and Klimer's Rental PO Lien.

Exhibit "5": Statement of Claim of Klimer, Court File No. CV-21-00674166

Exhibit "6": Statement of Claim of Klimer, Court File No. CV-21-00674168

8. On July 15, 2022, Klimer obtained a Judgment of Reference of the Honourable Justice Sanfilippo referring the lien action to the Associate Judge in Toronto for trial.

Exhibit "7": Endorsement and Judgment of Reference of the Honourable Justice Sanfilippo dated July 15, 2022

9. On October 4, 2022, the Klimer lien actions were referred to Associate Justice Robinson. The first Trial Management Conference between Klimer and Antamex was held on November 7, 2022. Since then, there have been seven subsequent Trial Management Conferences, the last of which was held on April 2, 2024.

Exhibit "8": Trial Directions #8 of Associate Justice Robinson, dated May 9, 2024

10. After receipt of the Initial Order, John Margie, the Partner at Margie Strub Construction Law LLP with carriage of this matter wrote to counsel for the Receiver on March 22, 2024 and advised in part, that lien bonds paid into court are not the property of Antamex as they replace the land and therefore, Klimer should be permitted to continue its lien actions against Antamex. By email dated April 2, 2024, counsel for the Receiver wrote to Mr. Margie advising that the form of order to lift the stay of proceedings to allow the Klimer actions to proceed against the lien bonds is attached to the email and that counsel for the Receiver has spoken with counsel for Aviva, who is also in agreement with the form of order.

Exhibit "9": Email from Caitlin McIntyre, counsel for the Receiver to John Margie, dated April 2, 2024

11. This affidavit is made in support of a motion for an Order to lift the stay to permit the Klimer lien actions to proceed and for the surety Aviva to intervene in those lien actions, and for no other or improper purpose.

Sworn remotely by Darina Mishiyev stated as being located at the City of Vaughan in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on May 15, 2024, in accordance with O. Reg 431/20, Administering Oath or Declaration Remotely.



} 

DARINA MISHIYEV

KLIMER PLATFORMS INC. ANTAMEX INDUSTRIES ULC et al.
Plaintiff and Defendants

Court File No.: CV-21-00674166-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

IN THE MATTER OF THE *CONSTRUCTION ACT*,
R.S.O. 1990, c. C. 30 as amended

Proceeding commenced at TORONTO

AFFIDAVIT OF DARINA MISHIYEV

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Tel: (416) 473-7963 / Fax: 1 (855) 940-410

Lawyers for the Plaintiff

TAB 1

This is **Exhibit "1"** referred to in the Affidavit of Darina Mishiyev sworn before me, this 15th Day of May, 2024

A handwritten signature in blue ink, consisting of several sharp, upward-pointing peaks and downward-pointing valleys, resembling a stylized 'M' or a series of connected 'W' shapes.

A COMMISSIONER FOR TAKING AFFIDAVITS

JOHN MARGIE LSO NO.: 36801D

Properties

<i>PIN</i>	21240 - 0310 LT
<i>Description</i>	PART BLOCK 1 PLAN 66M2563, PARTS 1, 4, 5 & 50, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PART 4, 66R31543 IN FAVOUR OF PARTS 55 TO 69 INCLUSIVE, PARTS 74 TO 85 INCLUSIVE, AND PARTS 87 TO 93 INCLUSIVE, 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PART 5, 66R31543 IN FAVOUR OF PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 10, 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 66, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 84 & 85, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 90, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 93, 66R31543 AS IN AT5608739; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	21240 - 0311 LT
<i>Description</i>	PART BLOCK 1 PLAN 66M2563, PART 2, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; TOGETHER WITH AN EASEMENT OVER PARTS 10, 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 66, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 84 & 85, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 90, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 93, 66R31543 AS IN AT5608739; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	21240 - 0312 LT
<i>Description</i>	PART BLOCK 1 PLAN 66M2563, PART 3, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; TOGETHER WITH AN EASEMENT OVER PARTS 10, 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 66, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 84 & 85, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 90, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 93, 66R31543 AS IN AT5608739; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	21240 - 0313 LT
<i>Description</i>	PART BLOCK 1 PLAN 66M2563, PARTS 6, 9, 10 & 51, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; TOGETHER WITH EASEMENTS OVER PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PART 9, 66R31543 IN FAVOUR OF PARTS 55 TO 69 INCLUSIVE, PARTS 74 TO 85 INCLUSIVE, AND PARTS 87 TO 93 INCLUSIVE, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 10, 66R31543 IN FAVOUR OF PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; TOGETHER WITH AN

Properties

EASEMENT OVER PARTS 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 77, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PARTS 81, 82 & 83, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 89, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 92, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 10, 66R31543 IN FAVOUR OF PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 5, 66R31543 AS IN AT5608739; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0314 LT

Description PART BLOCK 1 PLAN 66M2563, PART 7, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; TOGETHER WITH EASEMENTS OVER PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; TOGETHER WITH AN EASEMENT OVER PARTS 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 77, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PARTS 81, 82 & 83, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 89, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 92, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 5, 66R31543 AS IN AT5608739; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0315 LT

Description PART BLOCK 1 PLAN 66M2563, PART 8, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; TOGETHER WITH EASEMENTS OVER PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; TOGETHER WITH AN EASEMENT OVER PARTS 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 77, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PARTS 81, 82 & 83, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 89, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 92, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 5, 66R31543 AS IN AT5608739; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0317 LT

Description PART BLOCK 1 PLAN 66M2563, PARTS 38 TO 49, 54 & 73 66R31543; SUBJECT TO EASEMENTS OVER PARTS 38 TO 49, 54 & 73, 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO EASEMENTS OVER PARTS 38 TO 49, 54 & 73, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PARTS 40, 44 TO 47 & 73, 66R31543 IN FAVOUR OF PARTS 1 TO 5, & 50, 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PARTS 40, 44 TO 47 & 73, 66R31543 IN FAVOUR OF PARTS 6 TO 10, & 51, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 5, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 10, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 44 TO 47, & 73, 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98, 99, 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PARTS 42, 43, 48 & 49, 66R31543 IN FAVOUR OF PARTS 55 TO 69, 74 TO 85, 87 TO 93, 66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 55, 63, 64, 65, 69, 74, 76 & 93,

Properties

66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98 & 99, 66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 16 TO 19, 26, 27, 33 TO 37, 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PARTS 44 TO 47, & 73, 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98, 99, 66R31543 AS IN AT5699470; SUBJECT TO AN EASEMENT OVER PARTS 42, 43, 48 & 49, 66R31543 IN FAVOUR OF PARTS 55 TO 69, 74 TO 85, 87 TO 93, 66R31543 AS IN AT5699470; TOGETHER WITH AN EASEMENT OVER PARTS 55, 63, 64, 65, 69, 74, 76 & 93, 66R31543 AS IN AT5699470; TOGETHER WITH AN EASEMENT OVER PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98 & 99, 66R31543 AS IN AT5699470; TOGETHER WITH AN EASEMENT OVER PARTS 16 TO 19, 26, 27, 33 TO 37, 66R31543 AS IN AT5699470; SUBJECT TO AN EASEMENT OVER PART 40, 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 70, 71, 72, 86, 98, 99, 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PART 40, 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 70, 71, 72, 86, 98, 99, 66R31543 AS IN AT5699470; SUBJECT TO AN EASEMENT OVER PARTS 38 TO 49, 54 & 73 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98 & 99, 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PARTS 38 TO 49, 54 & 73 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98 & 99, 66R31543 AS IN AT5699470; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0318 LT

Description PART BLOCK 1 PLAN 66M2563, PARTS 29 TO 37,53 66R31543; TOGETHER WITH EASEMENTS OVER PARTS 1 TO 5,50 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 10,51 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PARTS 33 TO 37 66R31543 IN FAVOUR OF PARTS 1 TO 5,50 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PARTS 33 TO 37 66R31543 IN FAVOUR OF PARTS 6 TO 10,51 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT AS IN CT920752; TOGETHER WITH AN EASEMENT OVER PARTS 4,5 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 9,10 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 32 TO 37 66R31543 IN FAVOUR OF PARTS 55 TO 69,74 TO 85,87 TO 93 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT OVER PARTS 33 TO 37 66R31543 IN FAVOUR OF PARTS 20 TO 28,55-93,98,99 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 33 TO 37 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 11-28,52,55-93,98,99 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 29-37,53 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 11-28,52,55-93,98,99 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT OVER PARTS 11-28,52,55-93,98,99 66R31543 IN FAVOUR OF PARTS 29-37,53 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT AS IN AT5608739; SUBJECT TO AN EASEMENT AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 33 TO 37 66R31543 IN FAVOUR OF PARTS 11 TO 19,38 TO 49,52,54,73 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 38 TO 49,54,73 66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 38 TO 49,54,73 66R31543 AS IN AT5699433; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0319 LT

Description PART BLOCK 1 PLAN 66M2563, PARTS 11 TO 28,52,55 TO 72,74 TO 101 66R31543; SUBJECT TO EASEMENTS OVER PARTS 11 TO 28,52,55 TO 72,74 TO 93,98,99 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 1 TO 5,50 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 10,51 66R31543 AS IN AT5608856; SUBJECT TO EASEMENTS OVER PARTS 11 TO 28,52 55 TO 72,74 TO 93,98,99 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 96,97 66R31543 AS IN CT920752; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 58,59 66R31543 AS IN AT5526513; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 60,61 66R31543 AS IN AT5526526; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PARTS 16 TO 19,26,27 66R31543 IN FAVOUR OF PARTS 1 TO 5,50 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PARTS 64,65,66,74,76,84,85,90,93 66R31543 IN FAVOUR OF PARTS 1 TO 5,50 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PARTS 16 TO 19,26,27,73 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 64, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 65, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 74, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 76, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 77, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 81, 82 & 83, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 89 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 92 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT AS IN CT920752; TOGETHER WITH AN EASEMENT OVER PARTS 4,5 66R31543 AS IN

Properties

AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 9,10 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 11 TO 28,52 TO 72,74 TO 93,98,99 66R31543 IN FAVOUR OF PARTS 38 TO 49,54,73 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PARTS 11 TO 28,52,55 TO 72,74 TO 93,98,99 66R31543 IN FAVOUR OF PARTS 44 TO 47,73 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PARTS 55,63,64,65,69,93 66R31543 IN FAVOUR OF PARTS 38 TO 49,54,73 66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 32 TO 37 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 33 TO 37 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 29-37,53 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 11-28,52,55-93,98,99 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT OVER PARTS 11-28,52,55-93,98,99 66R31543 IN FAVOUR OF PARTS 29-37,53 66R31543 AS IN AT5764845; CITY OF TORONTO

Address TORONTO

Consideration

Consideration \$861,654.02

Claimant(s)

Name KLIMER PLATFORMS INC.
Address for Service c/o Margie Strub Construction Law LLP
1000-21 St. Clair Avenue E.
Toronto, ON M4T 1L9
Attention: John Margie

I, James William Gordon, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, James William Gordon, have the authority to bind the corporation.

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

Statements

Name and Address of Owner : See Schedule. Name and address of person to whom lien claimant supplied services or materials : Antamex Industries ULC, 666 Burrard, Unit 1700, Vancouver, British Columbia, Canada, V6C 2X8. Time within which services or materials were supplied from 2018/08/15 to 2021/10/18 Short description of services or materials that have been supplied : Rental of MAST Climbing work platforms. Contract price or subcontract price : \$3,112,393.87 (including HST). Amount claimed as owing in respect of services or materials that have been supplied : \$861,654.02 (including HST).

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien Schedule: See Schedules

Signed By

Darina Mishiyev 21 St. Clair Avenue East, Suite 100 acting for Signed 2021 11 23
Toronto Applicant(s)
M4T 1L9

Tel 647-792-0010

Fax 855-940-4101

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

Submitted By

MARGIE STRUB CONSTRUCTION LAW LLP 21 St. Clair Avenue East, Suite 100 2021 11 23
Toronto
M4T 1L9

Tel 647-792-0010

Fax 855-940-4101

Fees/Taxes/Payment

Statutory Registration Fee \$66.30
Total Paid \$66.30

SCHEDULE**NAMES AND ADDRESSES OF OWNERS**

- 1. WCPT 425 WELLINGTON INC.**
100 Wellington Street West,
Suite 1201
Toronto, Ontario
M5K 1H6

- 2. WCPT 435 WELLINGTON INC.**
100 Wellington Street West,
Suite 1201
Toronto, Ontario
M5K 1H6

- 3. WCPT 450 FRONT INC.**
100 Wellington Street West,
Suite 1201
Toronto, Ontario
M5K 1H6

- 4. RIOCAN HOLDINGS (WELL 6) INC.**
RioCan Yonge Eglinton Centre
2300 Yonge Street, Suite 500
P.O. Box 2386
Toronto, Ontario
M4P 1E4

- 5. RESIDENCES OF THE WELL INC.**
4800 Dufferin Street,
Suite 200
Toronto, Ontario
M3H 5S9

- 6. RAD (FRONT-WELLINGTON) NOMINEE INC.**
134 Peter Street
Suite 1700
Toronto, Ontario
M5V 2H2

- 7. ELLISDON CORPORATION** or such other EllisDon entity
2045 Oxford Street East
London, Ontario
N5V 2Z7
- 8. COMPUTERSHARE TRUST COMPANY OF CANADA**
c/o First National Financial LP
100 University Avenue
Suite 700, North Tower
Toronto, ON
M5J 1V6
- 9. RIOCAN PROPERTY SERVICES INC.**
RioCan Yonge Eglinton Centre
2300 Yonge Street, Suite 500
P.O. Box 2386
Toronto, Ontario
M4P 1E4
- 10. CANADIAN IMPERIAL BANK OF COMMERCE**
595 Bay Street, 5th Floor
Toronto, Ontario
M5G 2C2
- 11. WESTMOUNT GUARANTEE SERVICES INC.**
595 Bay Street, 5th Floor
Toronto, Ontario
M5G 2C2

TAB 2

This is **Exhibit "2"** referred to in the Affidavit of Darina Mishiyev sworn before me, this 15th Day of May, 2024

A handwritten signature in blue ink, consisting of several loops and a vertical line on the left side.

A COMMISSIONER FOR TAKING AFFIDAVITS

JOHN MARGIE LSO NO.: 36801D

Properties

<i>PIN</i>	21240 - 0310 LT
<i>Description</i>	PART BLOCK 1 PLAN 66M2563, PARTS 1, 4, 5 & 50, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PART 4, 66R31543 IN FAVOUR OF PARTS 55 TO 69 INCLUSIVE, PARTS 74 TO 85 INCLUSIVE, AND PARTS 87 TO 93 INCLUSIVE, 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PART 5, 66R31543 IN FAVOUR OF PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 10, 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 66, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 84 & 85, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 90, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 93, 66R31543 AS IN AT5608739; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	21240 - 0311 LT
<i>Description</i>	PART BLOCK 1 PLAN 66M2563, PART 2, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; TOGETHER WITH AN EASEMENT OVER PARTS 10, 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 66, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 84 & 85, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 90, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 93, 66R31543 AS IN AT5608739; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	21240 - 0312 LT
<i>Description</i>	PART BLOCK 1 PLAN 66M2563, PART 3, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; TOGETHER WITH AN EASEMENT OVER PARTS 10, 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 66, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 84 & 85, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 90, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 93, 66R31543 AS IN AT5608739; CITY OF TORONTO
<i>Address</i>	TORONTO
<i>PIN</i>	21240 - 0313 LT
<i>Description</i>	PART BLOCK 1 PLAN 66M2563, PARTS 6, 9, 10 & 51, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; TOGETHER WITH EASEMENTS OVER PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PART 9, 66R31543 IN FAVOUR OF PARTS 55 TO 69 INCLUSIVE, PARTS 74 TO 85 INCLUSIVE, AND PARTS 87 TO 93 INCLUSIVE, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 10, 66R31543 IN FAVOUR OF PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; TOGETHER WITH AN

Properties

EASEMENT OVER PARTS 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 77, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PARTS 81, 82 & 83, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 89, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 92, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 10, 66R31543 IN FAVOUR OF PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 5, 66R31543 AS IN AT5608739; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0314 LT

Description PART BLOCK 1 PLAN 66M2563, PART 7, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; TOGETHER WITH EASEMENTS OVER PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; TOGETHER WITH AN EASEMENT OVER PARTS 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 77, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PARTS 81, 82 & 83, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 89, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 92, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 5, 66R31543 AS IN AT5608739; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0315 LT

Description PART BLOCK 1 PLAN 66M2563, PART 8, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; TOGETHER WITH EASEMENTS OVER PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; TOGETHER WITH AN EASEMENT OVER PARTS 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 77, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PARTS 81, 82 & 83, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 89, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 92, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 5, 66R31543 AS IN AT5608739; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0317 LT

Description PART BLOCK 1 PLAN 66M2563, PARTS 38 TO 49, 54 & 73 66R31543; SUBJECT TO EASEMENTS OVER PARTS 38 TO 49, 54 & 73, 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO EASEMENTS OVER PARTS 38 TO 49, 54 & 73, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PARTS 40, 44 TO 47 & 73, 66R31543 IN FAVOUR OF PARTS 1 TO 5, & 50, 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PARTS 40, 44 TO 47 & 73, 66R31543 IN FAVOUR OF PARTS 6 TO 10, & 51, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 5, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 10, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 44 TO 47, & 73, 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98, 99, 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PARTS 42, 43, 48 & 49, 66R31543 IN FAVOUR OF PARTS 55 TO 69, 74 TO 85, 87 TO 93, 66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 55, 63, 64, 65, 69, 74, 76 & 93,

Properties

66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98 & 99, 66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 16 TO 19, 26, 27, 33 TO 37, 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PARTS 44 TO 47, & 73, 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98, 99, 66R31543 AS IN AT5699470; SUBJECT TO AN EASEMENT OVER PARTS 42, 43, 48 & 49, 66R31543 IN FAVOUR OF PARTS 55 TO 69, 74 TO 85, 87 TO 93, 66R31543 AS IN AT5699470; TOGETHER WITH AN EASEMENT OVER PARTS 55, 63, 64, 65, 69, 74, 76 & 93, 66R31543 AS IN AT5699470; TOGETHER WITH AN EASEMENT OVER PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98 & 99, 66R31543 AS IN AT5699470; TOGETHER WITH AN EASEMENT OVER PARTS 16 TO 19, 26, 27, 33 TO 37, 66R31543 AS IN AT5699470; SUBJECT TO AN EASEMENT OVER PART 40, 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 70, 71, 72, 86, 98, 99, 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PART 40, 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 70, 71, 72, 86, 98, 99, 66R31543 AS IN AT5699470; SUBJECT TO AN EASEMENT OVER PARTS 38 TO 49, 54 & 73 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98 & 99, 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PARTS 38 TO 49, 54 & 73 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98 & 99, 66R31543 AS IN AT5699470; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0318 LT

Description PART BLOCK 1 PLAN 66M2563, PARTS 29 TO 37,53 66R31543; TOGETHER WITH EASEMENTS OVER PARTS 1 TO 5,50 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 10,51 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PARTS 33 TO 37 66R31543 IN FAVOUR OF PARTS 1 TO 5,50 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PARTS 33 TO 37 66R31543 IN FAVOUR OF PARTS 6 TO 10,51 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT AS IN CT920752; TOGETHER WITH AN EASEMENT OVER PARTS 4,5 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 9,10 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 32 TO 37 66R31543 IN FAVOUR OF PARTS 55 TO 69,74 TO 85,87 TO 93 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT OVER PARTS 33 TO 37 66R31543 IN FAVOUR OF PARTS 20 TO 28,55-93,98,99 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 33 TO 37 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 11-28,52,55-93,98,99 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 29-37,53 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 11-28,52,55-93,98,99 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT OVER PARTS 11-28,52,55-93,98,99 66R31543 IN FAVOUR OF PARTS 29-37,53 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT AS IN AT5608739; SUBJECT TO AN EASEMENT AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 33 TO 37 66R31543 IN FAVOUR OF PARTS 11 TO 19,38 TO 49,52,54,73 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 38 TO 49,54,73 66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 38 TO 49,54,73 66R31543 AS IN AT5699433; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0319 LT

Description PART BLOCK 1 PLAN 66M2563, PARTS 11 TO 28,52,55 TO 72,74 TO 101 66R31543; SUBJECT TO EASEMENTS OVER PARTS 11 TO 28,52,55 TO 72,74 TO 93,98,99 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 1 TO 5,50 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 10,51 66R31543 AS IN AT5608856; SUBJECT TO EASEMENTS OVER PARTS 11 TO 28,52 55 TO 72,74 TO 93,98,99 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 96,97 66R31543 AS IN CT920752; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 58,59 66R31543 AS IN AT5526513; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 60,61 66R31543 AS IN AT5526526; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PARTS 16 TO 19,26,27 66R31543 IN FAVOUR OF PARTS 1 TO 5,50 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PARTS 64,65,66,74,76,84,85,90,93 66R31543 IN FAVOUR OF PARTS 1 TO 5,50 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PARTS 16 TO 19,26,27,73 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 64, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 65, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 74, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 76, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 77, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 81, 82 & 83, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 89 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 92 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT AS IN CT920752; TOGETHER WITH AN EASEMENT OVER PARTS 4,5 66R31543 AS IN

Properties

AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 9,10 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 11 TO 28,52 TO 72,74 TO 93,98,99 66R31543 IN FAVOUR OF PARTS 38 TO 49,54,73 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PARTS 11 TO 28,52,55 TO 72,74 TO 93,98,99 66R31543 IN FAVOUR OF PARTS 44 TO 47,73 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PARTS 55,63,64,65,69,93 66R31543 IN FAVOUR OF PARTS 38 TO 49,54,73 66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 32 TO 37 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 33 TO 37 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 29-37,53 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 11-28,52,55-93,98,99 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT OVER PARTS 11-28,52,55-93,98,99 66R31543 IN FAVOUR OF PARTS 29-37,53 66R31543 AS IN AT5764845; CITY OF TORONTO

Address TORONTO

Consideration

Consideration \$141,254.33

Claimant(s)

Name KLIMER PLATFORMS INC.
Address for Service c/o Margie Strub Construction Law LLP
1000-21 St. Clair Avenue E.
Toronto, ON M4T 1L9
Attention: John Margie

I, James William Gordon, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, James William Gordon, have the authority to bind the corporation.

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

Statements

Name and Address of Owner : See Schedule. Name and address of person to whom lien claimant supplied services or materials : Antamex Industries ULC, 666 Burrard, Unit 1700, Vancouver, British Columbia, Canada, V6C 2X8. Time within which services or materials were supplied from 2019/06/19 to 2021/10/18 Short description of services or materials that have been supplied : Erect and dismantle of Mast Climbing Work Platforms. Contract price or subcontract price : \$575,403.11 (including HST). Amount claimed as owing in respect of services or materials that have been supplied : \$141,254.33 (including HST).

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien Schedule: See Schedules

Signed By

Darina Mishiyev 21 St. Clair Avenue East, Suite 100 acting for Signed 2021 11 23
Toronto Applicant(s)
M4T 1L9

Tel 647-792-0010

Fax 855-940-4101

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

Submitted By

MARGIE STRUB CONSTRUCTION LAW LLP 21 St. Clair Avenue East, Suite 100 2021 11 23
Toronto
M4T 1L9

Tel 647-792-0010

Fax 855-940-4101

Fees/Taxes/Payment

Statutory Registration Fee \$66.30
Total Paid \$66.30

SCHEDULE**NAMES AND ADDRESSES OF OWNERS**

- 1. WCPT 425 WELLINGTON INC.**
100 Wellington Street West,
Suite 1201
Toronto, Ontario
M5K 1H6

- 2. WCPT 435 WELLINGTON INC.**
100 Wellington Street West,
Suite 1201
Toronto, Ontario
M5K 1H6

- 3. WCPT 450 FRONT INC.**
100 Wellington Street West,
Suite 1201
Toronto, Ontario
M5K 1H6

- 4. RIOCAN HOLDINGS (WELL 6) INC.**
RioCan Yonge Eglinton Centre
2300 Yonge Street, Suite 500
P.O. Box 2386
Toronto, Ontario
M4P 1E4

- 5. RESIDENCES OF THE WELL INC.**
4800 Dufferin Street,
Suite 200
Toronto, Ontario
M3H 5S9

- 6. RAD (FRONT-WELLINGTON) NOMINEE INC.**
134 Peter Street
Suite 1700
Toronto, Ontario
M5V 2H2

7. ELLISDON CORPORATION or such other EllisDon entity

2045 Oxford Street East
London, Ontario
N5V 2Z7

8. COMPUTERSHARE TRUST COMPANY OF CANADA

c/o First National Financial LP
100 University Avenue
Suite 700, North Tower
Toronto, ON
M5J 1V6

9. RIOCAN PROPERTY SERVICES INC.

RioCan Yonge Eglinton Centre
2300 Yonge Street, Suite 500
P.O. Box 2386
Toronto, Ontario
M4P 1E4

10. CANADIAN IMPERIAL BANK OF COMMERCE

595 Bay Street, 5th Floor
Toronto, Ontario
M5G 2C2

11. WESTMOUNT GUARANTEE SERVICES INC.

595 Bay Street, 5th Floor
Toronto, Ontario
M5G 2C2

TAB 3

This is **Exhibit "3"** referred to in the Affidavit of Darina Mishiyev sworn before me, this 15th Day of May, 2024

A handwritten signature in blue ink, consisting of several sharp, vertical strokes and a few horizontal lines, appearing to be the initials 'JM'.

A COMMISSIONER FOR TAKING AFFIDAVITS

JOHN MARGIE LSO NO.: 36801D

dated December 9, 2021 (the "Security").

1. **THIS COURT ORDERS** that, notwithstanding the court's approval of the Security has been made on a copy of the said Security, the Accountant shall accept the posting of the original Security provided it is submitted with the copy of the Security as approved by the court, which copy shall be retained by the Accountant with the original Security.
2. **THIS COURT ORDERS** that the Accountant shall accept a copy of the fiat as signed by the court and the copy of the Security as approved by the court, such that the originally-signed fiat and the originally-signed and approved copy of the Security shall not be required.
3. **THIS COURT ORDERS** that, upon the posting of approved ^{vs vw} security, the claim for lien of Klimer, registered on November 23, 2021 as Instrument No. AT5918014 against the lands and premises described in Schedule "A" hereto, in the Land Titles Division of Land Registry Office No. 80 (Toronto), be vacated.
4. **THIS COURT ORDERS** that a copy of this Order, together with a copy of the Accountant's receipt from posting the Security, shall be served upon the lawyers for Klimer, John Margie of Margie Strub Construction Law, via email to jmargie@margiestrub.com, forthwith after entry.

Charles Wiebe

Associate Justice C. Wiebe

SCHEDULE A

PIN 21240 - 0310LT
Description PART BLOCK 1 PLAN 66M2563, PARTS 1, 4, 5 & 50, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PART 4, 66R31543 IN FAVOUR OF PARTS 55 TO 69 INCLUSIVE, PARTS 74 TO 85 INCLUSIVE, AND PARTS 87 TO 93 INCLUSIVE, 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PART 5, 66R31543 IN FAVOUR OF PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 10, 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 66, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 84 & 85, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 90, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 93, 66R31543 AS IN AT5608739; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0311LT
Description PART BLOCK 1 PLAN 66M2563, PART 2, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; TOGETHER WITH AN EASEMENT OVER PARTS 10, 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 66, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 84 & 85, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 90, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 93, 66R31543 AS IN AT5608739; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0312LT

CW

Description PART BLOCK 1 PLAN 66M2563, PART 3, 66R31543; SUBJECT TO EASEMENTS INFAVOUR OF PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; TOGETHER WITH AN EASEMENT OVER PARTS 10, 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 66, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 84 & 85, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 90, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 93, 66R31543 AS IN AT5608739; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0313LT

Description PART BLOCK 1 PLAN 66M2563, PARTS 6, 9, 10 & 51, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; TOGETHER WITH EASEMENTS OVER PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PART 9, 66R31543 IN FAVOUR OF PARTS 55 TO 69 INCLUSIVE, PARTS 74 TO 85 INCLUSIVE, AND PARTS 87 TO 93 INCLUSIVE, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 10, 66R31543 IN FAVOUR OF PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PARTS 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 77, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PARTS 81, 82 & 83, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 89, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 92, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 10, 66R31543 IN FAVOUR OF PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 5, 66R31543 AS IN AT5608739; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0314LT

Description PART BLOCK 1 PLAN 66M2563, PART 7, 66R31543; SUBJECT TO EASEMENTS INFAVOUR OF PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99,

CW

66R34543 AS IN AT5608856; TOGETHER WITHEASEMENTS OVER PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; TOGETHER WITH AN EASEMENT OVER PARTS 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 77, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PARTS 81, 82 & 83, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 89, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 92, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 5, 66R31543 AS IN AT5608739; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0315LT

Description PART BLOCK 1 PLAN 66M2563, PART 8, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; TOGETHER WITHEASEMENTS OVER PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; TOGETHER WITH AN EASEMENT OVER PARTS 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 77, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PARTS 81, 82 & 83, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 89, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 92, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 5, 66R31543 AS IN AT5608739; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0317LT

Description PART BLOCK 1 PLAN 66M2563, PARTS 38 TO 49, 54 & 73 66R31543; SUBJECT TO EASEMENTS OVER PARTS 38 TO 49, 54 & 73, 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO EASEMENTS OVER PARTS 38 TO 49, 54 & 73, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PARTS 40, 44 TO 47 & 73, 66R31543 IN FAVOUR

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OF PARTS 1 TO 5, & 50, 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PARTS 40, 44 TO 47 & 73, 66R31543 IN FAVOUR OF PARTS 6 TO 10, & 51, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 5, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 10, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 44 TO 47, & 73, 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98, 99, 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PARTS 42, 43, 48 & 49, 66R31543 IN FAVOUR OF PARTS 55 TO 69, 74 TO 85, 87 TO 93, 66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 55, 63, 64, 65, 69, 74, 76 & 93, 66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98 & 99, 66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 16 TO 19, 26, 27, 33 TO 37, 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PARTS 44 TO 47, & 73, 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98, 99, 66R31543 AS IN AT5699470; SUBJECT TO AN EASEMENT OVER PARTS 42, 43, 48 & 49, 66R31543 IN FAVOUR OF PARTS 55 TO 69, 74 TO 85, 87 TO 93, 66R31543 AS IN AT5699470; TOGETHER WITH AN EASEMENT OVER PARTS 55, 63, 64, 65, 69, 74, 76 & 93, 66R31543 AS IN AT5699470; TOGETHER WITH AN EASEMENT OVER PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98 & 99, 66R31543 AS IN AT5699470; TOGETHER WITH AN EASEMENT OVER PARTS 16 TO 19, 26, 27, 33 TO 37, 66R31543 AS IN AT5699470; SUBJECT TO AN EASEMENT OVER PART 40, 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 70, 71, 72, 86, 98, 99, 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PART 40, 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 70, 71, 72, 86, 98, 99, 66R31543 AS IN AT5699470; SUBJECT TO AN EASEMENT OVER PARTS 38 TO 49, 54 & 73, 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98 & 99, 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PARTS 38 TO 49, 54 & 73, 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98 & 99, 66R31543 AS IN AT5699470; CITY OF TORONTO

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Address	TORONTO
PIN	21240 - 0318LT
Description	PART BLOCK 1 PLAN 66M2563, PARTS 29 TO 37, 53 66R31543; TOGETHER WITH EASEMENTS OVER PARTS 1 TO 5, 50 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 10, 51 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PARTS 33 TO 37 66R31543 IN FAVOUR OF PARTS 1 TO 5, 50 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PARTS 33 TO 37 66R31543 IN FAVOUR OF PARTS 6 TO 10, 51 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT AS IN CT920752; TOGETHER WITH AN EASEMENT OVER PARTS 4, 5 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 9, 10 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 32 TO 37 66R31543 IN FAVOUR OF PARTS 55 TO 69, 74 TO 85, 87 TO 93 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT OVER PARTS 33 TO 37 66R31543 IN FAVOUR OF PARTS 20 TO 28, 55-93, 98, 99 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 33 TO 37 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 11-28, 52, 55-93, 98, 99 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 29-37, 53 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 11-28, 52, 55-93, 98, 99 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT OVER PARTS 11-28, 52, 55-93, 98, 99 66R31543 IN FAVOUR OF PARTS 29-37, 53 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT AS IN AT5608739; SUBJECT TO AN EASEMENT AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 33 TO 37

66R31543 IN FAVOUR OF PARTS 11 TO 19, 38 TO 49, 52, 54, 73 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 38 TO 49, 54, 73 66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 38 TO 49, 54, 73 66R31543 AS IN AT5699433; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0319LT

Description PART BLOCK 1 PLAN 66M2563, PARTS 11 TO 28, 52, 55 TO 72, 74 TO 101 66R31543; SUBJECT TO EASEMENTS OVER PARTS 11 TO 28, 52, 55 TO 72, 74 TO 93, 98, 99 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 1 TO 5, 50 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 10, 51 66R31543 AS IN AT5608856; SUBJECT TO EASEMENTS OVER PARTS 11 TO 28, 52 55 TO 72, 74 TO 93, 98, 99 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 96, 97 66R31543 AS IN CT920752; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 58, 59 66R31543 AS IN AT5526513; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 60, 61 66R31543 AS IN AT5526526; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PARTS 16 TO 19, 26, 27 66R31543 IN FAVOUR OF PARTS 1 TO 5, 50 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PARTS 64, 65, 66, 74, 76, 84, 85, 90, 93 66R31543 IN FAVOUR OF PARTS 1 TO 5, 50 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PARTS 16 TO 19, 26, 27, 73 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 64, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 65, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 74, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 76, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 77, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 81, 82 & 83, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 89 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 92 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT AS IN CT920752; TOGETHER WITH AN EASEMENT OVER PARTS 4, 5 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 9, 10 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 11 TO 28, 52 TO 72, 74 TO 93, 98, 99 66R31543 IN FAVOUR OF PARTS 38 TO 49, 54, 73 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PARTS 11 TO 28, 52, 55 TO 72, 74 TO 93, 98, 99 66R31543 IN FAVOUR OF PARTS 44 TO 47, 73 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PARTS 55, 63, 64, 65, 69, 93 66R31543 IN FAVOUR OF PARTS 38 TO 49, 54, 73 66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 32 TO 37 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 33 TO 37 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 29-37, 53 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 11-28, 52, 55-93, 98, 99 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT OVER PARTS 11-28, 52, 55-93, 98, 99 66R31543 IN FAVOUR OF PARTS 29-37, 53 66R31543 AS IN AT5764845; CITY OF TORONTO

CW

Address TORONTO

ANTAMEX INDUSTRIES ULC

Contractor

CV-81-673660

and

KLIMER PLATFORMS INC.

Lien Claimant

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF the *Construction Act*,
R.S.O. 1990, c. C.30**

Proceeding Commenced at **TORONTO**

ORDER

HEAL & CO. LLP

1604 - 250 Yonge Street
Toronto, ON M5B 2L7

Andrew J. Heal (L.S.O #31095E)

Tel: (416) 583-5901

Email: ahcal@healandco.com

Lawyers for the Contractor,
Antamex Industries ULC

The Accountant of the
Superior Court of Justice
(Office of the Public Guardian and Trustee)
595 Bay Street, Suite 808
Toronto, Ontario, Canada M5G 1S3

FROM - DE
DEPARTMENT - DÉPARTEMENT 203

Heal & Co. LLP

DATE 15 Dec 21
SUBJECT - OBJET
CV-21-673658
CV-21-673660

MESSAGE
Payment in
Order - 2
Original Lien Bond - 2.

Anneke Kramer
Heal & Co LLP
416 583 5900 x 2004
akramer@healandco.com

Blueline A 20B Inter-Office Memo - Memo inter-bureau

USE LOWER PORTION FOR REPLY - PARTIE DU BAS POUR RÉPONDRE

REPLY FROM - RÉPONSE DE

DATE

TAB 4

This is **Exhibit "4"** referred to in the Affidavit of Darina Mishiyev sworn before me, this 15th Day of May, 2024



A COMMISSIONER FOR TAKING AFFIDAVITS

JOHN MARGIE LSO NO.: 36801D

Court File No. *CV-21-673658*

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF the *Construction Act*, R.S.O. 1990 c. C.30

ASSOCIATE JUSTICE
WIEBE

) *Tues* DAY, THE *14th* DAY
)
) OF DECEMBER, 2021

BETWEEN:



KLIMER PLATFORMS INC.

Lien Claimant

- and -

ANTAMEX INDUSTRIES ULC

Contractor

ORDER

THIS MOTION, made in writing by the Contractor, Antamex Industries ULC (“Antamex”), without notice, pursuant to section 44(1) of the *Construction Act*, R.S.O. 1990, c. C.30, as amended, for an Order vacating the registration of the claim for lien of the Lien Claimant, Klimer Platforms Inc. (“Klimer”) upon the posting of appropriate security with the Accountant of the Ontario Superior Court of Justice, was read this day at Toronto, Ontario.

ON READING the Motion Record of Antamex, including the Affidavit of Andrew J. Heal sworn December 13, 2021, and ~~upon~~ ^{✓ v. 664} Antamex having obtained security to post into court with the Accountant of the Ontario Superior Court of Justice (the “Accountant”) in the amount of \$176,567.92, being the amount claimed in the claim for lien of \$141,254.33, plus the sum \$35,313.59 as security for costs, by way of lien bond dated December 9, 2021 issued by Avia Insurance

- 2 -

Company of Canada and bearing no. 31834-21 (the "Security").

1. **THIS COURT ORDERS** that, notwithstanding the court's approval of the Security has been made on a copy of the said Security, the Accountant shall accept the posting of the original Security provided it is submitted with the copy of the Security as approved by the court, which copy shall be retained by the Accountant with the original Security.

2. **THIS COURT ORDERS** that the Accountant shall accept a copy of the fiat as signed by the court and the copy of the Security as approved by the court, such that the originally-signed fiat and the originally-signed and approved copy of the Security shall not be required.

3. **THIS COURT ORDERS** that, upon the posting of approved ^{✓ S ✓ W} security, the claim for lien of Klimer, registered on November 23, 2021 as Instrument No. AT5918011 against the lands and premises described in Schedule "A" hereto, in the Land Titles Division of Land Registry Office No. 80 (Toronto), be vacated.

4. **THIS COURT ORDERS** that a copy of this Order, together with a copy of the Accountant's receipt from posting the Security, shall be served upon the lawyers for Klimer, John Margie of Margie Strub Construction Law, via email to jmargie@margiestrub.com, forthwith after entry.

Charles Wiebe

Associate Justice C. Wiebe

SCHEDULE A

<i>PIN</i>	21240 - 0310LT		
<i>Description</i>	PART BLOCK 1 PLAN 66M2563, PARTS 1, 4, 5 & 50, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PART 4, 66R31543 IN FAVOUR OF PARTS 55 TO 69 INCLUSIVE, PARTS 74 TO 85 INCLUSIVE, AND PARTS 87 TO 93 INCLUSIVE, 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PART 5, 66R31543 IN FAVOUR OF PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 10, 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 66, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 84 & 85, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 90, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 93, 66R31543 AS IN AT5608739; CITY OF TORONTO		<i>CEO</i>
<i>Address</i>	TORONTO		
<i>PIN</i>	21240 - 0311LT		
<i>Description</i>	PART BLOCK 1 PLAN 66M2563, PART 2, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; TOGETHER WITH AN EASEMENT OVER PARTS 10, 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 66, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 84 & 85, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 90, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 93, 66R31543 AS IN AT5608739; CITY OF TORONTO		
<i>Address</i>	TORONTO		

PIN 21240 - 0312LT
Description PART BLOCK 1 PLAN 66M2563, PART 3, 66R31543; SUBJECT TO EASEMENTS INFAVOUR OF PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; TOGETHER WITH AN EASEMENT OVER PARTS 10, 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 66, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 84 & 85, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 90, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 93, 66R31543 AS IN AT5608739; CITY OF TORONTO
Address TORONTO

CW

PIN 21240 - 0313LT
Description PART BLOCK 1 PLAN 66M2563, PARTS 6, 9, 10 & 51, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; TOGETHER WITH EASEMENTS OVER PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PART 9, 66R31543 IN FAVOUR OF PARTS 55 TO 69 INCLUSIVE, PARTS 74 TO 85 INCLUSIVE, AND PARTS 87 TO 93 INCLUSIVE, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 10, 66R31543 IN FAVOUR OF PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PARTS 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 77, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PARTS 81, 82 & 83, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 89, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 92, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 10, 66R31543 IN FAVOUR OF PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 5, 66R31543 AS IN AT5608739; CITY OF TORONTO
Address TORONTO

PIN 21240 - 0314LT
Description PART BLOCK 1 PLAN 66M2563, PART 7, 66R31543; SUBJECT TO EASEMENTS INFAVOUR OF PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; SUBJECT TOEASEMENTS IN FAVOUR OF PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; TOGETHER WITHEASEMENTS OVER PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHERWITH EASEMENTS OVER PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE,AND PARTS 98 & 99, 66R34543 AS IN AT5608856; SUBJECT TO AN EASEMENT INGROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782;TOGETHER WITH AN EASEMENT OVER PARTS 16, 17, 18, 19, 26, 27, 33, 34, 35, 36,37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENTOVER PART 40, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVERPART 64, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART65, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 74,66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 76,66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 77,66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PARTS 81, 82 &83, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 89,66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 92,66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 5,66R31543 AS IN AT5608739; CITY OF TORONTO

Address TORONTO

CW

PIN 21240 - 0315LT
Description PART BLOCK 1 PLAN 66M2563, PART 8, 66R31543; SUBJECT TO EASEMENTS INFAVOUR OF PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; SUBJECT TOEASEMENTS IN FAVOUR OF PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; TOGETHER WITHEASEMENTS OVER PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHERWITH EASEMENTS OVER PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE,AND PARTS 98 & 99, 66R34543 AS IN AT5608856; SUBJECT TO AN EASEMENT INGROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782;TOGETHER WITH AN EASEMENT OVER PARTS 16, 17, 18, 19, 26, 27, 33, 34, 35, 36,37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENTOVER PART 40, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVERPART 64, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART65, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 74,66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 76,66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 77,66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PARTS 81, 82 &83, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 89,66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 92,66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 5,66R31543 AS IN AT5608739; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0317LT

Description PART BLOCK 1 PLAN 66M2563, PARTS 38 TO 49, 54 & 73 66R31543; SUBJECT TO EASEMENTS OVER PARTS 38 TO 49, 54 & 73, 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO EASEMENTS OVER PARTS 38 TO 49, 54 & 73, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PARTS 40, 44 TO 47 & 73, 66R31543 IN FAVOUR OF PARTS 1 TO 5, & 50, 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PARTS 40, 44 TO 47 & 73, 66R31543 IN FAVOUR OF PARTS 6 TO 10, & 51, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 5, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 10, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 44 TO 47, & 73, 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98, 99, 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PARTS 42, 43, 48 & 49, 66R31543 IN FAVOUR OF PARTS 55 TO 69, 74 TO 85, 87 TO 93, 66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 55, 63, 64, 65, 69, 74, 76 & 93, 66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98 & 99, 66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 16 TO 19, 26, 27, 33 TO 37, 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PARTS 44 TO 47, & 73, 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98, 99, 66R31543 AS IN AT5699470; SUBJECT TO AN EASEMENT OVER PARTS 42, 43, 48 & 49, 66R31543 IN FAVOUR OF PARTS 55 TO 69, 74 TO 85, 87 TO 93, 66R31543 AS IN AT5699470; TOGETHER WITH AN EASEMENT OVER PARTS 55, 63, 64, 65, 69, 74, 76 & 93, 66R31543 AS IN AT5699470; TOGETHER WITH AN EASEMENT OVER PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98 & 99, 66R31543 AS IN AT5699470; TOGETHER WITH AN EASEMENT OVER PARTS 16 TO 19, 26, 27, 33 TO 37, 66R31543 AS IN AT5699470; SUBJECT TO AN EASEMENT OVER PART 40, 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 70, 71, 72, 86, 98, 99, 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PART 40, 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 70, 71, 72, 86, 98, 99, 66R31543 AS IN AT5699470; SUBJECT TO AN EASEMENT OVER PARTS 38 TO 49, 54 & 73 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98 & 99, 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PARTS 38 TO 49, 54 & 73 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98 & 99, 66R31543 AS IN AT5699470; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0318LT

Description PART BLOCK 1 PLAN 66M2563, PARTS 29 TO 37, 53 66R31543; TOGETHER WITH EASEMENTS OVER PARTS 1 TO 5, 50 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 10, 51 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PARTS 33 TO 37 66R31543 IN FAVOUR OF PARTS 1 TO 5, 50 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PARTS 33 TO 37 66R31543 IN FAVOUR OF PARTS 6 TO 10, 51 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT AS IN CT920752; TOGETHER WITH AN EASEMENT OVER PARTS 4, 5 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 9, 10 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT

OVER PARTS 32 TO 37 66R31543 IN FAVOUR OF PARTS 55 TO 69,74 TO 85,87 TO 93 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT OVER PARTS 33 TO 37 66R31543 IN FAVOUR OF PARTS 20 TO 28,55-93,98,99 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 33 TO 37 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 11-28,52,55-93,98,99 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 29-37,53 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 11-28,52,55-93,98,99 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT OVER PARTS 11-28,52,55-93,98,99 66R31543 IN FAVOUR OF PARTS 29-37,53 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT AS IN AT5608739; SUBJECT TO AN EASEMENT AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 33 TO 37 66R31543 IN FAVOUR OF PARTS 11 TO 19,38 TO 49,52,54,73 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 38 TO 49,54,73 66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 38 TO 49,54,73 66R31543 AS IN AT5699433; CITY OF TORONTO

Address

TORONTO

PIN

21240 - 0319LT

Description

PART BLOCK 1 PLAN 66M2563, PARTS 11 TO 28,52,55 TO 72,74 TO 101 66R31543; SUBJECT TO EASEMENTS OVER PARTS 11 TO 28,52,55 TO 72,74 TO 93,98,99 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 1 TO 5,50 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 10,51 66R31543 AS IN AT5608856; SUBJECT TO EASEMENTS OVER PARTS 11 TO 28,52 55 TO 72,74 TO 93,98,99 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 96,97 66R31543 AS IN CT920752; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 58,59 66R31543 AS IN AT5526513; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 60,61 66R31543 AS IN AT5526526; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PARTS 16 TO 19,26,27 66R31543 IN FAVOUR OF PARTS 1 TO 5,50 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PARTS 64,65,66,74,76,84,85,90,93 66R31543 IN FAVOUR OF PARTS 1 TO 5,50 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PARTS 16 TO 19,26,27,73 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 64, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 65, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 74, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 76, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 77, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 81, 82 & 83, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 89 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 92 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT AS IN CT920752; TOGETHER WITH AN EASEMENT OVER PARTS 4,5 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 9,10 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 11 TO 28,52 TO 72,74 TO 93,98,99 66R31543 IN FAVOUR OF PARTS 38 TO 49,54,73 66R31543 AS IN AT5699433; SUBJECT TO AN

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EASEMENT OVER PARTS 11 TO 28,52,55 TO 72,74 TO 93,98,99
66R31543 IN FAVOUR OF PARTS 44 TO 47,73 66R31543 AS IN
AT5699433; SUBJECT TO AN EASEMENT OVER PARTS
55,63,64,65,69,93 66R31543 IN FAVOUR OF PARTS 38 TO 49,54,73
66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER
PARTS 32 TO 37 66R31543 AS IN AT5764845; TOGETHER WITH AN
EASEMENT OVER PARTS 33 TO 37 66R31543 AS IN AT5764845;
TOGETHER WITH AN EASEMENT OVER PARTS 29-37,53 66R31543 AS
IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 11-
28,52,55-93,98,99 66R31543 AS IN AT5764845; SUBJECT TO AN
EASEMENT OVER PARTS 11-28,52,55-93,98,99 66R31543 IN FAVOUR
OF PARTS 29-37,53 66R31543 AS IN AT5764845; CITY OF TORONTO

Address

TORONTO

ced

KLIMER PLATFORMS INC.

Lien Claimant

and

ANTAMEX INDUSTRIES ULC

Contractor

Court File No.

CV-21-673658

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF the *Construction Act*,
R.S.O. 1990, c. C.30**

Proceeding Commenced at **TORONTO**

ORDER

HEAL & CO. LLP
1604 - 250 Yonge Street
Toronto, ON M5B 2L7

Andrew J. Heal (LSO #31095E)
Tel: (416) 583-5901
Email: ah heal@healandco.com

Lawyers for the Contractor,
Antamex Industries ULC

The Accountant of the
Superior Court of Justice
(Office of the Public Guardian and Trustee)
595 Bay Street, Suite 808
Toronto, Ontario, Canada M5G 1S3

FROM - DE
DEPARTMENT - DÉPARTEMENT 203

Heal & Co. LLP

DATE 15 Dec 21
SUBJECT - OBJET
CV-21-673658
CV-21-673660

MESSAGE
Payment in
Order - 2
Original Lien Bond - 2.

Anneke Kramer
Heal & Co LLP
416 583 5900 x 2004
akramer@healandco.com

Blueline A 20B Inter-Office Memo - Memo inter-bureau

USE LOWER PORTION FOR REPLY - PARTIE DU BAS POUR RÉPONDRE

REPLY FROM - RÉPONSE DE

DATE

TAB 5

This is **Exhibit "5"** referred to in the Affidavit of Darina Mishiyev sworn before me, this 15th Day of May, 2024



A COMMISSIONER FOR TAKING AFFIDAVITS

JOHN MARGIE LSO NO.: 36801D



Electronically issued : 21-Dec-2021
Délivré par voie électronique : 21-Dec-2021
Toronto

ONTARIO
SUPERIOR COURT OF JUSTICE

IN THE MATTER OF THE *CONSTRUCTION ACT*, R.S.O. 1990, c. C. 30 as amended

B E T W E E N :

KLIMER PLATFORMS INC.

Plaintiff

- and -

ANTAMEX INDUSTRIES ULC

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

~~Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your statement of defence.~~

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$1,500.00 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$400.00 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: December 21, 2021

Issued by _____
Local registrar

Address of court office 330 University Avenue
Toronto, Ontario M5G 1E6

TO: ANTAMEX INDUSTRIES ULC
210 Great Gulf Drive, Concord
Ontario, Canada
L4K 5W1

OR

666 Burrard, Unit 1700
Vancouver, British Columbia
V6C 2X8

CLAIM

1. The plaintiff, Klimer Platforms Inc. (“**Klimer**”), claims:
 - (a) payment of the sum of \$861,654.02 (inclusive of HST) for the supply of labour, material and services with respect to The Well project (the “**Project**”), an improvement located on the lands and premises described in Klimer’s claim for lien attached hereto as Schedule “A” (the “**Premises**”) for which Klimer is entitled to a lien pursuant to the provisions of the *Construction Act*, RSO 1990, c. C.30, as amended (the “*Act*”);
 - (b) in the alternative, damages in the amount of \$861,654.02 (inclusive of HST) for breach of contract;
 - (c) in the further alternative, damages of \$861,654.02, inclusive of HST, on an unjust enrichment, or *quantum meruit* basis;
 - (d) a declaration that Klimer is entitled to a lien in the amount of \$861,654.02 (inclusive of HST)
 - (e) a declaration that Klimer is entitled to a charge against any additional contract funds owing pursuant to the provisions of the *Act*;
 - (f) a declaration that the Klimer’s lien attaches to any security posted in respect of Klimer’s lien to vacate the registration of Klimer’s claim for lien from title to the Premises;
 - (g) a declaration that Klimer is entitled to a charge against the security or securities deposited with the Accountant of the Ontario Superior Court of Justice to vacate the registration of Klimer’s claim for lien, pursuant to the Order of Associate Justice Wiebe, dated December 14, 2021, or any other security posted into court in respect of Klimer’s lien;

- (h) in the event that the defendant fails to make payment within 30 days as may be awarded by this Court, an Order for payment of Klimer's claim, together with costs and interest, from the security posted with the Accountant of the Ontario Superior Court of Justice pursuant to the Order of Associate Justice Wiebe, dated December 14, 2021, or any other security posted into court in respect of Klimer's lien;
- (i) pre and post-judgment interest on all outstanding amounts at the contractual rate of interest or, in the alternative, pursuant to the provisions of the *Courts of Justice Act*, R.S.O. 1990, c. C.43;
- (j) the costs of this proceeding on a substantial indemnity basis, plus applicable taxes;
- (k) for the purposes aforesaid and for all other purposes, that all proper directions be given, inquiries made and accounts taken; and,
- (l) such further and other relief as this Honorable Court may deem just.

THE PARTIES

2. Klimer is a corporation incorporated under the laws of the Province of Ontario and carries on business as supplier and installer of mast-climbing work platforms.

3. The defendant Antamex Industries ULC ("**Antamex**") is a corporation incorporated under the laws of the Province of British Columbia and carries on business in Ontario and elsewhere in Canada as general contractor.

THE PROJECT AND SUBCONTRACT

4. On a date and terms unknown to Klimer, the owner RAD (Front Wellington) Nominee Inc. entered into to contract with respect to the construction of the Project.

5. By subcontract made as of August 21, 2018, and on terms unknown to Klimer but known to Antamex, Ellisdon Corporation and Antamex entered into a subcontract for work on the Project.
6. On or about June 28, 2018, Klimer provided a proposal to Antamex with respect to the design, erection, installation, rental and dismantling of mast-climbing work platforms for the Project.
7. On or about August 2, 2018, Antamex issued to Klimer Purchase Order No. 686003, for rental of mast climbing work platforms incorporating the June 28, 2018 Klimer proposal (the "**Subcontract**") for a period of thirteen rental cycles in respect of the Project.
8. Klimer started providing equipment rentals to the Project on or around August 15, 2018.
9. In accordance with the Subcontract, Klimer supplied services and materials in a good and workmanlike manner.
10. It was an express or implied term of the Subcontract that Antamex would make progress payments to Klimer on account of the Subcontract price when the invoices were due.
11. Klimer submitted invoices in accordance with the terms of the Subcontract. To date, Klimer remains unpaid in the amount of \$861,654.02 (inclusive of HST).
12. Despite repeated demands for payment by Klimer, Antamex failed, refused or neglected to make payment to Klimer in accordance with the terms of the Subcontract, or at all.
13. As a result, Antamex has breached the Subcontract and Klimer has suffered damages in the amount of \$861,654.02 (inclusive of HST).

THE LIEN

14. By reason of supplying its labour, materials and services to the Project, Klimer became and is entitled to a lien upon all of the estate, title and interest of the defendants, or any one of them, in the Premises in the amount of \$861,654.02 (inclusive of HST), together with interest and costs of this action pursuant to the provisions of the Contract and the Act.

15. On November 23, 2021, pursuant to and in accordance with the Act, Klimer registered a claim for lien, as Instrument No. AT5918014 in the amount of \$861,654.02.

16. A copy of the claim for lien as registered is attached hereto as Schedule "A".

17. On or about December 14, 2021, pursuant to the Order of Associate Justice Wiebe dated December 14, 2021, Antamex vacated Klimer's claim for lien by posting security in the form of Lien Bond No. 31835-21, issued by Aviva Insurance Company of Canada, in the sum of \$911,654.02, being the amount of \$861,654.02, together with \$50,000.00 as security for costs, and deposited with the Accountant of the Ontario Superior Court of Justice.

18. Klimer claims that its claim for lien attaches to any security posted into Court to vacate the registration of the claim for lien in accordance with the Act.

UNJUST ENRICHMENT AND QUANTUM MERUIT

19. In the alternative, Klimer states that it has supplied its labour, materials and services to the Project and remains unpaid in the amount of \$861,654.02 (inclusive of HST), thereby improving the value of the Project at the request of and to the benefit of the defendant, and the defendant has been unjustly enriched in the amount of \$861,654.02 (inclusive of HST).

20. In the further alternative, Klimer is entitled to damages in the amount of \$861,654.02 (inclusive of HST), on a *quantum meruit* basis as the reasonable value and reasonable benefit of Klimer's supply of labour, material and services to the Project, for which it remains unpaid.

21. Klimer proposes that this action be tried at Toronto, Ontario.

December 21, 2021

MARGIE STRUB CONSTRUCTION LAW LLP

21 St. Clair Avenue East

Suite 1000

Toronto ON M4T 1L9

JOHN MARGIE LSO No.: 36801D

Tel: (416) 473-7963 / Fax: 1 (855) 940-410

Lawyers for the Plaintiff

LRO # 80 Construction Lien

SCHEDULE "A"

Received as AT5918014 on 2021 11 23 at 11:20

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 6

Properties*PIN* 21240 - 0310 LT

Description PART BLOCK 1 PLAN 66M2563, PARTS 1, 4, 5 & 50, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PART 4, 66R31543 IN FAVOUR OF PARTS 55 TO 69 INCLUSIVE, PARTS 74 TO 85 INCLUSIVE, AND PARTS 87 TO 93 INCLUSIVE, 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PART 5, 66R31543 IN FAVOUR OF PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 10, 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 66, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 84 & 85, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 90, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 93, 66R31543 AS IN AT5608739; CITY OF TORONTO

Address TORONTO*PIN* 21240 - 0311 LT

Description PART BLOCK 1 PLAN 66M2563, PART 2, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; TOGETHER WITH AN EASEMENT OVER PARTS 10, 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 66, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 84 & 85, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 90, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 93, 66R31543 AS IN AT5608739; CITY OF TORONTO

Address TORONTO*PIN* 21240 - 0312 LT

Description PART BLOCK 1 PLAN 66M2563, PART 3, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; TOGETHER WITH AN EASEMENT OVER PARTS 10, 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 66, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 84 & 85, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 90, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 93, 66R31543 AS IN AT5608739; CITY OF TORONTO

Address TORONTO*PIN* 21240 - 0313 LT

Description PART BLOCK 1 PLAN 66M2563, PARTS 6, 9, 10 & 51, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; TOGETHER WITH EASEMENTS OVER PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PART 9, 66R31543 IN FAVOUR OF PARTS 55 TO 69 INCLUSIVE, PARTS 74 TO 85 INCLUSIVE, AND PARTS 87 TO 93 INCLUSIVE, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 10, 66R31543 IN FAVOUR OF PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; TOGETHER WITH AN

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 6

Properties

EASEMENT OVER PARTS 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 77, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PARTS 81, 82 & 83, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 89, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 92, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 10, 66R31543 IN FAVOUR OF PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 5, 66R31543 AS IN AT5608739; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0314 LT

Description PART BLOCK 1 PLAN 66M2563, PART 7, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; TOGETHER WITH EASEMENTS OVER PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; TOGETHER WITH AN EASEMENT OVER PARTS 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 77, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PARTS 81, 82 & 83, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 89, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 92, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 5, 66R31543 AS IN AT5608739; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0315 LT

Description PART BLOCK 1 PLAN 66M2563, PART 8, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; TOGETHER WITH EASEMENTS OVER PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; TOGETHER WITH AN EASEMENT OVER PARTS 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 77, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PARTS 81, 82 & 83, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 89, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 92, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 5, 66R31543 AS IN AT5608739; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0317 LT

Description PART BLOCK 1 PLAN 66M2563, PARTS 38 TO 49, 54 & 73 66R31543; SUBJECT TO EASEMENTS OVER PARTS 38 TO 49, 54 & 73, 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO EASEMENTS OVER PARTS 38 TO 49, 54 & 73, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PARTS 40, 44 TO 47 & 73, 66R31543 IN FAVOUR OF PARTS 1 TO 5, & 50, 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PARTS 40, 44 TO 47 & 73, 66R31543 IN FAVOUR OF PARTS 6 TO 10, & 51, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 5, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 10, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 44 TO 47, & 73, 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98, 99, 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PARTS 42, 43, 48 & 49, 66R31543 IN FAVOUR OF PARTS 55 TO 69, 74 TO 85, 87 TO 93, 66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 55, 63, 64, 65, 69, 74, 76 & 93,

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 3 of 6

Properties

66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98 & 99, 66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 16 TO 19, 26, 27, 33 TO 37, 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PARTS 44 TO 47, & 73, 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98, 99, 66R31543 AS IN AT5699470; SUBJECT TO AN EASEMENT OVER PARTS 42, 43, 48 & 49, 66R31543 IN FAVOUR OF PARTS 55 TO 69, 74 TO 85, 87 TO 93, 66R31543 AS IN AT5699470; TOGETHER WITH AN EASEMENT OVER PARTS 55, 63, 64, 65, 69, 74, 76 & 93, 66R31543 AS IN AT5699470; TOGETHER WITH AN EASEMENT OVER PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98 & 99, 66R31543 AS IN AT5699470; TOGETHER WITH AN EASEMENT OVER PARTS 16 TO 19, 26, 27, 33 TO 37, 66R31543 AS IN AT5699470; SUBJECT TO AN EASEMENT OVER PART 40, 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 70, 71, 72, 86, 98, 99, 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PART 40, 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 70, 71, 72, 86, 98, 99, 66R31543 AS IN AT5699470; SUBJECT TO AN EASEMENT OVER PARTS 38 TO 49, 54 & 73 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98 & 99, 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PARTS 38 TO 49, 54 & 73 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98 & 99, 66R31543 AS IN AT5699470; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0318 LT

Description PART BLOCK 1 PLAN 66M2563, PARTS 29 TO 37,53 66R31543; TOGETHER WITH EASEMENTS OVER PARTS 1 TO 5,50 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 10,51 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PARTS 33 TO 37 66R31543 IN FAVOUR OF PARTS 1 TO 5,50 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PARTS 33 TO 37 66R31543 IN FAVOUR OF PARTS 6 TO 10,51 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT AS IN CT920752; TOGETHER WITH AN EASEMENT OVER PARTS 4,5 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 9,10 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 32 TO 37 66R31543 IN FAVOUR OF PARTS 55 TO 69,74 TO 85,87 TO 93 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT OVER PARTS 33 TO 37 66R31543 IN FAVOUR OF PARTS 20 TO 28,55-93,98,99 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 33 TO 37 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 11-28,52,55-93,98,99 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 29-37,53 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 11-28,52,55-93,98,99 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT OVER PARTS 11-28,52,55-93,98,99 66R31543 IN FAVOUR OF PARTS 29-37,53 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT AS IN AT5608739; SUBJECT TO AN EASEMENT AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 33 TO 37 66R31543 IN FAVOUR OF PARTS 11 TO 19,38 TO 49,52,54,73 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 38 TO 49,54,73 66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 38 TO 49,54,73 66R31543 AS IN AT5699433; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0319 LT

Description PART BLOCK 1 PLAN 66M2563, PARTS 11 TO 28,52,55 TO 72,74 TO 101 66R31543; SUBJECT TO EASEMENTS OVER PARTS 11 TO 28,52,55 TO 72,74 TO 93,98,99 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 1 TO 5,50 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 10,51 66R31543 AS IN AT5608856; SUBJECT TO EASEMENTS OVER PARTS 11 TO 28,52 55 TO 72,74 TO 93,98,99 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 96,97 66R31543 AS IN CT920752; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 58,59 66R31543 AS IN AT5526513; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 60,61 66R31543 AS IN AT5526526; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PARTS 16 TO 19,26,27 66R31543 IN FAVOUR OF PARTS 1 TO 5,50 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PARTS 64,65,66,74,76,84,85,90,93 66R31543 IN FAVOUR OF PARTS 1 TO 5,50 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PARTS 16 TO 19,26,27,73 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 64, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 65, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 74, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 76, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 77, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 81, 82 & 83, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 89 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 92 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT AS IN CT920752; TOGETHER WITH AN EASEMENT OVER PARTS 4,5 66R31543 AS IN

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 4 of 6

Properties

AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 9,10 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 11 TO 28,52 TO 72,74 TO 93,98,99 66R31543 IN FAVOUR OF PARTS 38 TO 49,54,73 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PARTS 11 TO 28,52,55 TO 72,74 TO 93,98,99 66R31543 IN FAVOUR OF PARTS 44 TO 47,73 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PARTS 55,63,64,65,69,93 66R31543 IN FAVOUR OF PARTS 38 TO 49,54,73 66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 32 TO 37 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 33 TO 37 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 29-37,53 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 11-28,52,55-93,98,99 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT OVER PARTS 11-28,52,55-93,98,99 66R31543 IN FAVOUR OF PARTS 29-37,53 66R31543 AS IN AT5764845; CITY OF TORONTO

Address TORONTO

Consideration

Consideration \$861,654.02

Claimant(s)

Name KLIMER PLATFORMS INC.
 Address for Service c/o Margie Strub Construction Law LLP
 1000-21 St. Clair Avenue E.
 Toronto, ON M4T 1L9
 Attention: John Margie

I, James William Gordon, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, James William Gordon, have the authority to bind the corporation.

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

Statements

Name and Address of Owner : See Schedule. Name and address of person to whom lien claimant supplied services or materials : Antamex Industries ULC, 666 Burrard, Unit 1700, Vancouver, British Columbia, Canada, V6C 2X8. Time within which services or materials were supplied from 2018/08/15 to 2021/10/18 Short description of services or materials that have been supplied : Rental of MAST Climbing work platforms. Contract price or subcontract price : \$3,112,393.87 (including HST). Amount claimed as owing in respect of services or materials that have been supplied : \$861,654.02 (including HST).

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien Schedule: See Schedules

Signed By

Darina Mishiyev 21 St. Clair Avenue East, Suite 100 acting for Signed 2021 11 23
 Toronto Applicant(s)
 M4T 1L9

Tel 647-792-0010

Fax 855-940-4101

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

Submitted By

MARGIE STRUB CONSTRUCTION LAW LLP 21 St. Clair Avenue East, Suite 100 2021 11 23
 Toronto
 M4T 1L9

Tel 647-792-0010

Fax 855-940-4101

Fees/Taxes/Payment

Statutory Registration Fee \$66.30
 Total Paid \$66.30

SCHEDULE

NAMES AND ADDRESSES OF OWNERS

- 1. WCPT 425 WELLINGTON INC.**
100 Wellington Street West,
Suite 1201
Toronto, Ontario
M5K 1H6
- 2. WCPT 435 WELLINGTON INC.**
100 Wellington Street West,
Suite 1201
Toronto, Ontario
M5K 1H6
- 3. WCPT 450 FRONT INC.**
100 Wellington Street West,
Suite 1201
Toronto, Ontario
M5K 1H6
- 4. RIOCAN HOLDINGS (WELL 6) INC.**
RioCan Yonge Eglinton Centre
2300 Yonge Street, Suite 500
P.O. Box 2386
Toronto, Ontario
M4P 1E4
- 5. RESIDENCES OF THE WELL INC.**
4800 Dufferin Street,
Suite 200
Toronto, Ontario
M3H 5S9
- 6. RAD (FRONT-WELLINGTON) NOMINEE INC.**
134 Peter Street
Suite 1700
Toronto, Ontario
M5V 2H2

7. ELLISDON CORPORATION or such other EllisDon entity
2045 Oxford Street East
London, Ontario
N5V 2Z7

8. COMPUTERSHARE TRUST COMPANY OF CANADA
c/o First National Financial LP
100 University Avenue
Suite 700, North Tower
Toronto, ON
M5J 1V6

9. RIOCAN PROPERTY SERVICES INC.
RioCan Yonge Eglinton Centre
2300 Yonge Street, Suite 500
P.O. Box 2386
Toronto, Ontario
M4P 1E4

10. CANADIAN IMPERIAL BANK OF COMMERCE
595 Bay Street, 5th Floor
Toronto, Ontario
M5G 2C2

11. WESTMOUNT GUARANTEE SERVICES INC.
595 Bay Street, 5th Floor
Toronto, Ontario
M5G 2C2

KLIMER PLATFORMS INC. ANTAMEX INDUSTRIES ULC et al.
Plaintiff and Defendants

Court File No.:

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE *CONSTRUCTION ACT*,
R.S.O. 1990, c. C. 30 as amended**

Proceeding commenced at TORONTO

STATEMENT OF CLAIM

MARGIE STRUB CONSTRUCTION LAW LLP
21 St. Clair Avenue East
Suite 1000
Toronto ON M4T 1L9

JOHN MARGIE LSO No.: 36801D

Tel: (416) 473-7963 / Fax: 1 (855) 940-410

Lawyers for the Plaintiff

TAB 6

This is **Exhibit "6"** referred to in the Affidavit of Darina Mishiyev sworn before me, this 15th Day of May, 2024



A COMMISSIONER FOR TAKING AFFIDAVITS

JOHN MARGIE LSO NO.: 36801D



Electronically issued : 21-Dec-2021
Délivré par voie électronique : 21-Dec-2021
Toronto

ONTARIO
SUPERIOR COURT OF JUSTICE

IN THE MATTER OF THE *CONSTRUCTION ACT*, R.S.O. 1990, c. C. 30 as amended

B E T W E E N :

KLIMER PLATFORMS INC.

Plaintiff

- and -

ANTAMEX INDUSTRIES ULC

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the *Rules of Civil Procedure*, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

~~Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the *Rules of Civil Procedure*. This will entitle you to ten more days within which to serve and file your statement of defence.~~

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$1,500.00 for costs, within the time for serving and filing your statement of defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$400.00 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: December 21, 2021

Issued by _____
Local registrar

Address of court office 330 University Avenue
Toronto, Ontario M5G 1E6

TO: ANTAMEX INDUSTRIES ULC
210 Great Gulf Drive
Concord, Ontario
L4K 5W1

OR

666 Burrard, Unit 1700
Vancouver, British Columbia
V6C 2X8

CLAIM

1. The plaintiff, Klimer Platforms Inc. (“**Klimer**”), claims:
 - (a) payment of the sum of \$141,254.33 (inclusive of HST) for the supply of labour, material and services with respect to The Well project (the “**Project**”), an improvement located on the lands and premises described in Klimer’s claim for lien attached hereto as Schedule “A” (the “**Premises**”) for which Klimer is entitled to a lien pursuant to the provisions of the *Construction Act*, RSO 1990, c. C.30, as amended (the “*Act*”);
 - (b) in the alternative, damages in the amount of \$141,254.33 (inclusive of HST) for breach of contract;
 - (c) in the further alternative, damages of \$141,254.33 (inclusive of HST), on an unjust enrichment, or *quantum meruit* basis;
 - (d) a declaration that Klimer is entitled to a lien in the amount of \$141,254.33 (inclusive of HST)
 - (e) a declaration that Klimer is entitled to a charge against any additional contract funds owing pursuant to the provisions of the *Act*;
 - (f) a declaration that the Klimer’s lien attaches to any security posted in respect of Klimer’s lien to vacate Klimer’s lien from title to the Premises;
 - (g) a declaration that Klimer is entitled to a charge against the security or securities deposited with the Accountant of the Ontario Superior Court of Justice to vacate Klimer’s lien, pursuant to the Order of Associate Justice Wiebe, dated December 14, 2021, or any other security posted into court in respect of Klimer’s lien;

- (h) in the event that the defendant fails to make payment within 30 days as may be awarded by this Court, an Order for payment of Klimer's claim, together with costs and interest, from the security posted with the Accountant of the Ontario Superior Court of Justice pursuant to the Order of Associate Justice Wiebe, dated December 14, 2021, or any other security posted into court in respect of Klimer's lien;
- (i) pre and post-judgment interest on all outstanding amounts at the contractual rate of interest or, in the alternative, pursuant to the provisions of the *Courts of Justice Act*, R.S.O. 1990, c. C.43;
- (j) the costs of this proceeding on a substantial indemnity basis, plus applicable taxes;
- (k) for the purposes aforesaid and for all other purposes, that all proper directions be given, inquiries made and accounts taken; and,
- (l) such further and other relief as this Honorable Court may deem just.

THE PARTIES

2. Klimer is a corporation incorporated under the laws of the Province of Ontario and carries on business as supplier and installer of mast-climbing work platforms.

3. The defendant Antamex Industries ULC ("**Antamex**") is a corporation incorporated under the laws of the Province of British Columbia and carries on business in Ontario and elsewhere in Canada as general contractor.

THE PROJECT AND SUBCONTRACT

4. On a date and terms unknown to Klimer, the owner RAD (Front Wellington) Nominee Inc. entered into to contract with respect to the construction of the Project.

5. By subcontract made as of August 21, 2018, and on terms unknown to Klimer but known to Antamex, Ellisdon Corporation and Antamex entered into a subcontract for work on the Project.
6. On or about June 28, 2018, Klimer provided a proposal to Antamex with respect to the design, erection, installation, rental and dismantling of mast-climbing work platforms for the Project.
7. On or about June 25, 2019, Antamex issued to Klimer Purchase Order No. 686208, for erection and dismantle of mast climbing work platforms incorporating the June 28, 2018 Klimer proposal (the "**Subcontract**") in respect of the Project.
8. Klimer commenced work on the Project on or around June 19, 2019.
9. In accordance with the Subcontract, Klimer completed supplied services and materials in a good and workmanlike manner.
10. It was an express or implied term of the Subcontract that Antamex would make progress payments to Klimer on account of the Subcontract price when the invoices were due.
11. Klimer submitted invoices in accordance with the terms of the Subcontract. To date, Klimer remains unpaid in the amount of \$141,254.33 (inclusive of HST).
12. Despite repeated demands for payment by Klimer, Antamex failed, refused or neglected to make payment to Klimer in accordance with the terms of the Subcontract, or at all.
13. As a result, Antamex has breached the Subcontract and Klimer has suffered damages in the amount of \$141,254.33 (inclusive of HST).

THE LIEN

14. By reason of supplying its labour, materials and services to the Project, Klimer became and is entitled to a lien upon all of the estate, title and interest of the defendants, or any one

of them, in the Premises in the amount of \$141,254.33 (inclusive of HST), together with interest and costs of this action pursuant to the provisions of the Contract and the Act.

15. On November 23, 2021, pursuant to and in accordance with the Act, Klimer registered a claim for lien, as Instrument No. AT5918011 in the amount of \$141,254.33.

16. A copy of the claim for lien as registered is attached hereto as Schedule "A".

17. On or about December 14, 2021, pursuant to the Order of Associate Justice Wiebe, dated December 14, 2021, Antamex vacated Klimer's Claim for Lien by posting security in the form of Lien Bond No. 31834-21, issued by Aviva Insurance Company, in the sum of \$176,567.92, being the amount of \$141,254.33, together with \$35,313.59 as security for costs, and deposited with the Accountant of the Ontario Superior Court of Justice.

18. Klimer claims that its claim for lien attaches to any security posted into Court to vacate the registration of the claim for lien in accordance with the Act.

UNJUST ENRICHMENT AND QUANTUM MERUIT

19. In the alternative, Klimer states that it has supplied its labour, materials and services to the Project and remains unpaid in the amount of \$141,254.33 (inclusive of HST), thereby improving the value of the Project at the request of and to the benefit of the defendants, and the defendants have been unjustly enriched in the amount of \$141,254.33 (inclusive of HST).

20. In the further alternative, Klimer is entitled to damages in the amount of \$141,254.33 (inclusive of HST), on a *quantum meruit* basis as the reasonable value and reasonable benefit of Klimer's supply of labour, material and services to the Project, for which it remains unpaid.

21. Klimer proposes that this action be tried at Toronto, Ontario.

December 21, 2021

MARGIE STRUB CONSTRUCTION LAW LLP

21 St. Clair Avenue East

Suite 1000

Toronto ON M4T 1L9

JOHN MARGIE LSO No.: 36801D

Tel: (416) 473-7963 / Fax: 1 (855) 940-410

Lawyers for the Plaintiff

LRO # 80 Construction Lien

SCHEDULE "A"

Received as AT5918011 on 2021 11 23 at 11:19

The applicant(s) hereby applies to the Land Registrar.

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Properties

PIN 21240 - 0310 LT

Description PART BLOCK 1 PLAN 66M2563, PARTS 1, 4, 5 & 50, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PART 4, 66R31543 IN FAVOUR OF PARTS 55 TO 69 INCLUSIVE, PARTS 74 TO 85 INCLUSIVE, AND PARTS 87 TO 93 INCLUSIVE, 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PART 5, 66R31543 IN FAVOUR OF PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 10, 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 66, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 84 & 85, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 90, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 93, 66R31543 AS IN AT5608739; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0311 LT

Description PART BLOCK 1 PLAN 66M2563, PART 2, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; TOGETHER WITH AN EASEMENT OVER PARTS 10, 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 66, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 84 & 85, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 90, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 93, 66R31543 AS IN AT5608739; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0312 LT

Description PART BLOCK 1 PLAN 66M2563, PART 3, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 49 INCLUSIVE, PARTS 51 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608739; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; TOGETHER WITH AN EASEMENT OVER PARTS 10, 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 66, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 84 & 85, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 90, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 93, 66R31543 AS IN AT5608739; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0313 LT

Description PART BLOCK 1 PLAN 66M2563, PARTS 6, 9, 10 & 51, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; TOGETHER WITH EASEMENTS OVER PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PART 9, 66R31543 IN FAVOUR OF PARTS 55 TO 69 INCLUSIVE, PARTS 74 TO 85 INCLUSIVE, AND PARTS 87 TO 93 INCLUSIVE, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 10, 66R31543 IN FAVOUR OF PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; TOGETHER WITH AN

The applicant(s) hereby applies to the Land Registrar.

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Properties

EASEMENT OVER PARTS 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 77, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PARTS 81, 82 & 83, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 89, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 92, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 10, 66R31543 IN FAVOUR OF PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 5, 66R31543 AS IN AT5608739; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0314 LT

Description PART BLOCK 1 PLAN 66M2563, PART 7, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; TOGETHER WITH EASEMENTS OVER PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; TOGETHER WITH AN EASEMENT OVER PARTS 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 77, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PARTS 81, 82 & 83, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 89, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 92, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 5, 66R31543 AS IN AT5608739; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0315 LT

Description PART BLOCK 1 PLAN 66M2563, PART 8, 66R31543; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; SUBJECT TO EASEMENTS IN FAVOUR OF PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; TOGETHER WITH EASEMENTS OVER PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 11 TO 49 INCLUSIVE, PARTS 52 TO 93 INCLUSIVE, AND PARTS 98 & 99, 66R34543 AS IN AT5608856; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; TOGETHER WITH AN EASEMENT OVER PARTS 16, 17, 18, 19, 26, 27, 33, 34, 35, 36, 37, 44, 45, 46, 47 & 73, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 40, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 64, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 65, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 74, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 76, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 77, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PARTS 81, 82 & 83, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 89, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 92, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 5, 66R31543 AS IN AT5608739; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0317 LT

Description PART BLOCK 1 PLAN 66M2563, PARTS 38 TO 49, 54 & 73 66R31543; SUBJECT TO EASEMENTS OVER PARTS 38 TO 49, 54 & 73, 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 1, 2, 3, 4, 5 & 50, 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO EASEMENTS OVER PARTS 38 TO 49, 54 & 73, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PARTS 40, 44 TO 47 & 73, 66R31543 IN FAVOUR OF PARTS 1 TO 5, & 50, 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PARTS 40, 44 TO 47 & 73, 66R31543 IN FAVOUR OF PARTS 6 TO 10, & 51, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT OVER PART 5, 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PART 10, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 44 TO 47, & 73, 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98, 99, 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PARTS 42, 43, 48 & 49, 66R31543 IN FAVOUR OF PARTS 55 TO 69, 74 TO 85, 87 TO 93, 66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 55, 63, 64, 65, 69, 74, 76 & 93,

The applicant(s) hereby applies to the Land Registrar.

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Properties

66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98 & 99, 66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 16 TO 19, 26, 27, 33 TO 37, 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PARTS 44 TO 47, & 73, 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98, 99, 66R31543 AS IN AT5699470; SUBJECT TO AN EASEMENT OVER PARTS 42, 43, 48 & 49, 66R31543 IN FAVOUR OF PARTS 55 TO 69, 74 TO 85, 87 TO 93, 66R31543 AS IN AT5699470; TOGETHER WITH AN EASEMENT OVER PARTS 55, 63, 64, 65, 69, 74, 76 & 93, 66R31543 AS IN AT5699470; TOGETHER WITH AN EASEMENT OVER PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98 & 99, 66R31543 AS IN AT5699470; TOGETHER WITH AN EASEMENT OVER PARTS 16 TO 19, 26, 27, 33 TO 37, 66R31543 AS IN AT5699470; SUBJECT TO AN EASEMENT OVER PART 40, 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 70, 71, 72, 86, 98, 99, 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PART 40, 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 70, 71, 72, 86, 98, 99, 66R31543 AS IN AT5699470; SUBJECT TO AN EASEMENT OVER PARTS 38 TO 49, 54 & 73 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98 & 99, 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PARTS 38 TO 49, 54 & 73 66R31543 IN FAVOUR OF PARTS 11 TO 37, 52, 53, 55 TO 72, 74 TO 93, 98 & 99, 66R31543 AS IN AT5699470; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0318 LT

Description PART BLOCK 1 PLAN 66M2563, PARTS 29 TO 37,53 66R31543; TOGETHER WITH EASEMENTS OVER PARTS 1 TO 5,50 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 10,51 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PARTS 33 TO 37 66R31543 IN FAVOUR OF PARTS 1 TO 5,50 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PARTS 33 TO 37 66R31543 IN FAVOUR OF PARTS 6 TO 10,51 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT AS IN CT920752; TOGETHER WITH AN EASEMENT OVER PARTS 4,5 66R31543 AS IN AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 9,10 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 32 TO 37 66R31543 IN FAVOUR OF PARTS 55 TO 69,74 TO 85,87 TO 93 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT OVER PARTS 33 TO 37 66R31543 IN FAVOUR OF PARTS 20 TO 28,55-93,98,99 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 33 TO 37 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 11-28,52,55-93,98,99 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 29-37,53 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 11-28,52,55-93,98,99 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT OVER PARTS 11-28,52,55-93,98,99 66R31543 IN FAVOUR OF PARTS 29-37,53 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT AS IN AT5608739; SUBJECT TO AN EASEMENT AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 33 TO 37 66R31543 IN FAVOUR OF PARTS 11 TO 19,38 TO 49,52,54,73 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 38 TO 49,54,73 66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 38 TO 49,54,73 66R31543 AS IN AT5699433; CITY OF TORONTO

Address TORONTO

PIN 21240 - 0319 LT

Description PART BLOCK 1 PLAN 66M2563, PARTS 11 TO 28,52,55 TO 72,74 TO 101 66R31543; SUBJECT TO EASEMENTS OVER PARTS 11 TO 28,52,55 TO 72,74 TO 93,98,99 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 1 TO 5,50 66R31543 AS IN AT5608739; TOGETHER WITH EASEMENTS OVER PARTS 6 TO 10,51 66R31543 AS IN AT5608856; SUBJECT TO EASEMENTS OVER PARTS 11 TO 28,52 55 TO 72,74 TO 93,98,99 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 96,97 66R31543 AS IN CT920752; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 58,59 66R31543 AS IN AT5526513; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 60,61 66R31543 AS IN AT5526526; SUBJECT TO AN EASEMENT IN GROSS AS IN AT5527956; SUBJECT TO AN EASEMENT AS IN AT5531782; SUBJECT TO AN EASEMENT OVER PARTS 16 TO 19,26,27 66R31543 IN FAVOUR OF PARTS 1 TO 5,50 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PARTS 64,65,66,74,76,84,85,90,93 66R31543 IN FAVOUR OF PARTS 1 TO 5,50 66R31543 AS IN AT5608739; SUBJECT TO AN EASEMENT OVER PARTS 16 TO 19,26,27,73 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 64, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 65, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 74, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 76, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 77, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 81, 82 & 83, 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 89 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PART 92 66R31543 IN FAVOUR OF PARTS 6, 7, 8, 9, 10 & 51, 66R31543 AS IN AT5608856; TOGETHER WITH AN EASEMENT AS IN CT920752; TOGETHER WITH AN EASEMENT OVER PARTS 4,5 66R31543 AS IN

The applicant(s) hereby applies to the Land Registrar.

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Properties

AT5608739; TOGETHER WITH AN EASEMENT OVER PARTS 9,10 66R31543 AS IN AT5608856; SUBJECT TO AN EASEMENT OVER PARTS 11 TO 28,52 TO 72,74 TO 93,98,99 66R31543 IN FAVOUR OF PARTS 38 TO 49,54,73 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PARTS 11 TO 28,52,55 TO 72,74 TO 93,98,99 66R31543 IN FAVOUR OF PARTS 44 TO 47,73 66R31543 AS IN AT5699433; SUBJECT TO AN EASEMENT OVER PARTS 55,63,64,65,69,93 66R31543 IN FAVOUR OF PARTS 38 TO 49,54,73 66R31543 AS IN AT5699433; TOGETHER WITH AN EASEMENT OVER PARTS 32 TO 37 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 33 TO 37 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 29-37,53 66R31543 AS IN AT5764845; TOGETHER WITH AN EASEMENT OVER PARTS 11-28,52,55-93,98,99 66R31543 AS IN AT5764845; SUBJECT TO AN EASEMENT OVER PARTS 11-28,52,55-93,98,99 66R31543 IN FAVOUR OF PARTS 29-37,53 66R31543 AS IN AT5764845; CITY OF TORONTO

Address TORONTO

Consideration

Consideration \$141,254.33

Claimant(s)

Name KLIMER PLATFORMS INC.
 Address for Service c/o Margie Strub Construction Law LLP
 1000-21 St. Clair Avenue E.
 Toronto, ON M4T 1L9
 Attention: John Margie

I, James William Gordon, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, James William Gordon, have the authority to bind the corporation.

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

Statements

Name and Address of Owner : See Schedule. Name and address of person to whom lien claimant supplied services or materials : Antamex Industries ULC, 666 Burrard, Unit 1700, Vancouver, British Columbia, Canada, V6C 2X8. Time within which services or materials were supplied from 2019/06/19 to 2021/10/18 Short description of services or materials that have been supplied : Erect and dismantle of Mast Climbing Work Platforms. Contract price or subcontract price : \$575,403.11 (including HST). Amount claimed as owing in respect of services or materials that have been supplied : \$141,254.33 (including HST).

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien Schedule: See Schedules

Signed By

Darina Mishiyev 21 St. Clair Avenue East, Suite 100 acting for Signed 2021 11 23
 Toronto Applicant(s)
 M4T 1L9

Tel 647-792-0010

Fax 855-940-4101

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

Submitted By

MARGIE STRUB CONSTRUCTION LAW LLP 21 St. Clair Avenue East, Suite 100 2021 11 23
 Toronto
 M4T 1L9

Tel 647-792-0010

Fax 855-940-4101

Fees/Taxes/Payment

Statutory Registration Fee \$66.30
 Total Paid \$66.30

SCHEDULE

NAMES AND ADDRESSES OF OWNERS

- 1. WCPT 425 WELLINGTON INC.**
100 Wellington Street West,
Suite 1201
Toronto, Ontario
M5K 1H6
- 2. WCPT 435 WELLINGTON INC.**
100 Wellington Street West,
Suite 1201
Toronto, Ontario
M5K 1H6
- 3. WCPT 450 FRONT INC.**
100 Wellington Street West,
Suite 1201
Toronto, Ontario
M5K 1H6
- 4. RIOCAN HOLDINGS (WELL 6) INC.**
RioCan Yonge Eglinton Centre
2300 Yonge Street, Suite 500
P.O. Box 2386
Toronto, Ontario
M4P 1E4
- 5. RESIDENCES OF THE WELL INC.**
4800 Dufferin Street,
Suite 200
Toronto, Ontario
M3H 5S9
- 6. RAD (FRONT-WELLINGTON) NOMINEE INC.**
134 Peter Street
Suite 1700
Toronto, Ontario
M5V 2H2

7. ELLISDON CORPORATION or such other EllisDon entity
2045 Oxford Street East
London, Ontario
N5V 2Z7

8. COMPUTERSHARE TRUST COMPANY OF CANADA
c/o First National Financial LP
100 University Avenue
Suite 700, North Tower
Toronto, ON
M5J 1V6

9. RIOCAN PROPERTY SERVICES INC.
RioCan Yonge Eglinton Centre
2300 Yonge Street, Suite 500
P.O. Box 2386
Toronto, Ontario
M4P 1E4

10. CANADIAN IMPERIAL BANK OF COMMERCE
595 Bay Street, 5th Floor
Toronto, Ontario
M5G 2C2

11. WESTMOUNT GUARANTEE SERVICES INC.
595 Bay Street, 5th Floor
Toronto, Ontario
M5G 2C2

KLIMER PLATFORMS INC. ANTAMEX INDUSTRIES ULC et al.
Plaintiff and Defendants

Court File No.:

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE *CONSTRUCTION ACT*,
R.S.O. 1990, c. C. 30 as amended**

Proceeding commenced at TORONTO

STATEMENT OF CLAIM

MARGIE STRUB CONSTRUCTION LAW LLP
21 St. Clair Avenue East
Suite 1000
Toronto ON M4T 1L9

JOHN MARGIE LSO No.: 36801D

Tel: (416) 473-7963 / Fax: 1 (855) 940-410

Lawyers for the Plaintiff

TAB 7

This is **Exhibit "7"** referred to in the Affidavit of Darina Mishiyev sworn before me, this 15th Day of May, 2024

A handwritten signature in blue ink, consisting of several loops and a vertical line, positioned above a horizontal line.

A COMMISSIONER FOR TAKING AFFIDAVITS

JOHN MARGIE LSO NO.: 36801D

CITATION: KLIMER PLATFORMS INC. v. ANTAMEX INDUSTRIES ULC

ONTARIO SUPERIOR COURT OF JUSTICE (TORONTO REGION)
CIVIL ENDORSEMENT FORM
(Rule 59.02(2)(c)(i))

BEFORE	Judge/Case Management Master SANFILIPPO J.	Court File Number: CV-21-00674166-0000
---------------	--	--

Title of Proceeding:

KLIMER PLATFORMS INC. Plaintiff
 -v-
ANTAMEX INDUSTRIES ULC Defendant

Case Management: Yes If so, by whom: _____ **X No**

Participants and Non-Participants: *(Rule 59.02(2)(vii))*

Party	Counsel	Email Address	Phone #	Participant (Y/N)
1) Plaintiff	John Margie	jmargie@margiestrub.com	(416) 473-7963	Y
2) Defendant	Gregory D. Hersen	ghersen@torkinmanes.ca	(416) 863-1188	Y
3)				

Date Heard: *(Rule 59.02(2)(c)(iii))* **July 15, 2022**

Nature of Hearing (mark with an "X"): *(Rule 59.02(2)(c)(iv))*

Motion Appeal Case Conference Pre-Trial Conference Application

Format of Hearing (mark with an "X"): *(Rule 59.02(2)(c)(iv))*

In Writing Telephone Videoconference In Person

If in person, indicate courthouse address:

Relief Requested: *(Rule 59.02(2)(c)(v))*

The Plaintiff brought this motion under section 58(1) of the *Construction Act*, R.S.O. 1990, c. C.30, as amended, and Rules 3.02 (1), 54 and 37.12.1(4), for the following orders:

1. A Judgment referring this action to the Associate Judge at Toronto for trial.
2. A Judgment that the parties found liable forthwith after confirmation of the report of the Associate Judge pay to the parties the respective amounts due to them.
3. A Judgment that the Associate Judge determine only those questions arising in this action and on the reference that are properly the subject of the *Construction Act*, R.S.O. 1990, c. C.30, as amended,

and the jurisdiction of Ontario, and that the findings of the Associate Judge be effective on the confirmation of the report.
4. A Judgment that the Associate Judge determine the question of costs in this action and of the reference and the costs shall be taxed and paid as the Master shall direct.

Disposition made at hearing or conference (operative terms ordered): (Rule 59.02(2)(c)(vi))

An Order shall issue, as follows:

1. This action be and the same is hereby referred to an Associate Judge at Toronto for trial.
2. The parties found liable forthwith after confirmation of the report of the Associate Judge shall pay to the parties the respective amounts due them.
3. The Associate Judge shall determine all questions arising in this action and on the reference and all questions arising under the *Construction Act*, R.S.O. 1990, and that the findings of the Associate Judge be effective on the confirmation of the report.
4. The Associate Judge determine the question of costs in this action and of the reference and the costs shall be assessed and paid as the Associate Judge shall direct.

Costs: On a **N/A** indemnity basis, fixed at \$ _____ are payable
by _____ to _____ [when] _____

Brief Reasons, if any: (Rule 59.02(2)(b))

The Plaintiff's motion was supported by the affidavit of Darina Mishiyev, a law clerk with the office of the lawyers for the Plaintiff.

The Defendant's counsel confirmed, in an email communication of May 27, 2022, that the Defendant did not oppose the Plaintiff's motion to obtain a judgment of reference.

I am satisfied that this is a proper case for reference of the action to an Associate Judge at Toronto for trial. An Order shall issue in the terms specified above.

Additional pages attached: Yes No

Digitally signed by Andrew Sanfilippo
DN: c=ca, st=on, o=Government of Ontario,
ou=People, serialNumber=DSAP466376,
cn=Andrew Sanfilippo
Date: 2022.07.15 17:19:48 -04'00'

July 15, 20 **22**
Date of Endorsement (Rule 59.02(2)(c)(ii))

Signature of Judge/Case Management Master (Rule 59.02(2)(c)(i))

**ONTARIO
SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF THE *CONSTRUCTION ACT*, R.S.O. 1990, c. C. 30 as amended

THE HONOURABLE JUSTICE)
SANFILIPPO)
)
)

FRIDAY, THE 15TH DAY OF JULY , 2022

B E T W E E N :

KLIMER PLATFORMS INC.

Plaintiff

- and -

ANTAMEX INDUSTRIES ULC

Defendants

JUDGMENT

THIS MOTION, made by the Plaintiff, Klimer Platforms Inc. ("**Klimer**"), for Judgment of Reference, pursuant to Section 58 (1) of the *Construction Act*, R.S.O. 1990, c.C.30, as amended, was read this day at Toronto, Ontario.

ON READING the Motion Record of the Plaintiff, Klimer,

1. **THIS COURT ORDERS AND ADJUDGES** that this action be and the same is hereby referred to an Associate Judge at Toronto for trial.

2. **THIS COURT ORDERS AND ADJUDGES** that the parties found liable forthwith after confirmation of the report of the Associate Judge pay to the parties the respective amounts due them.

3. **THIS COURT ORDERS AND ADJUDGES** that the Associate Judge determine all questions arising in this action and on the reference and all questions arising under the *Construction Act*, R.S.O. 1990, and that the findings of the Associate Judge be effective on the confirmation of the report.

4. **THIS COURT ORDERS AND ADJUDGES** that the Associate Judge determine the question of costs in this action and of the reference and the costs shall be taxed and paid as the Associate Judge shall direct.

JUDGMENT SIGNED this 15th day of July, 2022.

Registrar J. Yin

Digitally signed by Registrar J.
Yin
Date: 2022.08.23 10:12:59
-04'00'

KLIMER PLATFORMS INC.
Plaintiff

ANTAMEX INDUSTRIES ULC et al.
and Defendants

Court File No.: CV-21-00674166-0000

ONTARIO
SUPERIOR COURT OF JUSTICE

**IN THE MATTER OF THE CONSTRUCTION ACT,
R.S.O. 1990, c. C. 30 as amended**

Proceeding commenced at TORONTO

JUDGMENT

MARGIE STRUB CONSTRUCTION LAW LLP
2300 Yonge Street, Suite 2001, Mailbox 2331,
Toronto, Ontario, M4P 1E4

JOHN MARGIE LSO No.: 36801D

Tel: (416) 473-7963 / Fax: 1 (855) 940-410

Lawyers for the Plaintiff

TAB 8

This is **Exhibit "8"** referred to in the Affidavit of Darina Mishiyev sworn before me, this 15th Day of May, 2024

A handwritten signature in blue ink, consisting of several sharp, upward-pointing peaks and downward-pointing valleys, resembling a stylized 'M' or a series of connected 'W' shapes.

A COMMISSIONER FOR TAKING AFFIDAVITS

JOHN MARGIE LSO NO.: 36801D



**SUPERIOR COURT OF JUSTICE – ONTARIO
Toronto Region**

In the matter of a reference under the *Construction Act*, RSO 1990, c. C.30

ASSOCIATE JUSTICE ROBINSON

Date: May 9, 2024
Hearing: April 2, 2024 (by videoconference)
Reference: CV-21-674166
Title: Klimer Platforms Inc. v. Antamex Industries ULC
Stream: Streams 1, 3 and 4
Property: 410 Front Street West, Toronto

Trial Directions #8

In attendance

J. Margie, *for Klimer Platforms Inc.*
tel: 416.473.7963; email: jmargie@margiestrub.com

G. Hersen, *for Antamex Industries ULC*
tel: 416.777.5400; email: ghersen@torkinmanes.com

A. Lee and J.P. Ventrella, *for EllisDon Corporation*
tel: 416.368.8280; email: andrealee@glaholt.com
tel: 416.368.8280; email: johnpaulventrella@glaholt.com

E. Bisceglia and B. Frino, *for Symtech Innovations Ltd.*
tel: 905.695.3100; email: ebisceglia@lawtoronto.com
tel: 905.695.1801; email: bfrino@lawtoronto.com

K. Groulx and D. Kim, *for Tyco Integrated Fire and Security Canada, Inc.*
tel: 416.863.2697; email: karen.groulx@dentons.com
tel: 416.863.4443; email: derek.kim@dentons.com

K. Takagi, *for Modern Niagara Toronto Inc.*
tel: 613.238.6321 ext. 298; email: ktakagi@kellysantini.com

T. Neill, *for RAD Nominee Inc.*
tel: 519.575.7517; email: tristan.neill@gowlingwlg.com

Reference particulars

Judgment of reference: Sanfilippo J. on July 15, 2022
Order for trial: Robinson A.J. on October 4, 2022

Liens

See Appendix

Issues

Background to the subject condominium construction project and issues in dispute as between Klimer Platforms Inc. (“Klimer”) and Antamex Industries ULC (“Antamex”) are outlined in Trial Directions #1. Issues in dispute with EllisDon Corporation (“EllisDon”) remain to be reviewed.

Additional lien actions have been commenced by Antamex, Symtech Innovations Ltd. (“Symtech”) and Tyco Integrated Fire and Security Canada, Inc. (“Tyco”). Issues in dispute between Antamex, Symtech, Tyco, EllisDon, Modern Niagara Toronto Inc. (“Modern Niagara”), and the owner, RAD Nominee Inc. (“RAD”), also remain to be reviewed.

ENDORSEMENT/DIRECTIONS

[1] Release of these directions has been significantly delayed through no fault of the parties as a result of various hearings and circuiting obligations, including back-to-back lien trials, which have limited my writing time. I apologize to the parties for any inconvenience from the delay.

Stream 1

[2] Antamex was ordered into receivership by Black J. on March 13, 2024 in Court File No. CV-24-715153-00CL. Deloitte Restructuring Inc. (the “Receiver”) has been appointed as receiver. Mr. Hersen had no instructions from either Antamex or the Receiver. It remains unclear if the Receiver will pursue Antamex’s lien claim or third party claims in Klimer’s lien actions and, if so, whether Antamex’s existing counsel will continue or whether the Receiver will appoint new counsel. Mr. Margie is coordinating with the Receiver and the lien bond surety, Aviva Insurance Company of Canada (“Aviva”), on pursuing Klimer’s claims against the security in court. Aviva may be intervening or added as a defendant in Klimer’s lien actions. Details of a potential consent order were being negotiated and discussed.

[3] A further hearing for directions will proceed in mid-June for an update and directions on moving forward the lien actions in Stream 1 of this reference. I have encouraged counsel to invite the Receiver and/or its counsel to attend that hearing.

Stream 3

[4] Symtech’s and Tyco’s lien actions are unaffected by Antamex’s receivership. A timetable for next steps had been agreed and is ordered below, with some modification discussed with counsel at the hearing. One date in the agreed timetable has already passed. If it has not been met, then counsel should agree on a revised timetable pursuant to rule 3.04 of the *Rules of Civil Procedure* or, if they cannot agree, may arrange a case conference with me via by ATC.

[5] Symtech was to have circulated a draft discovery plan and/or e-discovery protocol within two weeks after the hearing. The parties were then to have worked toward an agreed discovery

protocol by mid-May. No order was made, but I still strongly encourage the parties to use that process to identify any discovery-related disputes that may be appropriately addressed prior to proceeding with documentary and/or oral discoveries.

Stream 4

[6] Tyco and Modern Niagara have settled their dispute. A motion for a final order has been submitted, but I have not yet reached it.

Orders

[7] Given the foregoing, I made and make the following orders:

- (1) **Timetable – Stream 3:** The following timetable shall apply to the lien actions within Stream 3 of this reference:
 - (a) ***Pleadings:***
 - (i) RAD shall deliver its defence to the third party claim by **April 10, 2024**.
 - (ii) Further pleadings, if any, shall be delivered by **May 10, 2024**.
 - (b) ***Affidavits of documents:*** Affidavits of documents and Schedule A productions of all parties in the Stream 3 lien actions shall be exchanged by **July 31, 2024**.
 - (c) ***Scott Schedules:***
 - (i) Symtech and Tyco shall each serve Scott Schedules by **September 13, 2024**.
 - (ii) Symtech’s responding Scott Schedule to Tyco’s Scott Schedule shall be served by **October 15, 2024**.
 - (iii) EllisDon’s responding Scott Schedule to Symtech’s Scott Schedule shall be served by **October 15, 2024**. EllisDon shall specifically identify which items claimed by Symtech are being claimed over by EllisDon against RAD.
 - (iv) RAD’s responding Scott Schedule, which need only respond to the items asserted by EllisDon against RAD, shall be served by **November 22, 2024**.
 - (v) Key production references relied upon by a party for a particular item are to be included in the Scott Schedule.
 - (vi) Scott Schedules shall be served on all parties to all proceedings, but may not be used or relied upon in other lien actions without leave.
 - (d) ***Examinations for discovery:***
 - (i) Examinations for discovery all parties shall be completed by ***a date to be agreed by the parties or fixed by the court at a future hearing***.
 - (ii) Examinations are encouraged to be booked on consecutive days, and shall proceed one after the other without regard for refusals or undertakings in the order that affidavits of documents were served, unless the parties agree to another order of discoveries.

- (iii) For any question asked during examinations that is objected to on a ground other than privilege, the parties are encouraged, absent exceptional circumstances, to answer such questions under subrule 34.12(2) of the *Rules of Civil Procedure*. As provided in that subrule, evidence from such an answer shall not be used at any hearing, including trial, without leave. Failure to use subrule 34.12(2) will be considered in determining costs.
- (iv) Unless otherwise agreed, answer to undertakings and positions on advisements, if any, shall be given within **sixty (60) days** from the date of the examination.
- (2) **Next Hearings for Directions:** The next hearings for trial directions in Stream 1 and Stream 3 of this reference shall be convened as follows:
- (a) **Stream 1:** A hearing on **Monday, June 17, 2024 at 12:00 p.m.** for sixty (60) minutes by videoconference.
- (b) **Stream 3:** A hearing on **Monday, January 13, 2025 at 10:00 a.m.** for sixty (60) minutes by videoconference.
- (c) The following connection details shall apply for both hearings, unless the court otherwise advises:
- Meeting URL: <https://ca01web.zoom.us/j/9511293271>
Meeting ID: 951 129 3271
Local Dial In: 647-374-4685
Toll Free Dial In: 1-855-703-8985
Find Local Number: <https://ca01web.zoom.us/u/gwXH3Ay14>
- (3) This order, which forms part of my procedure book for this reference, is effective without further formality.

Date: May 9, 2024



ASSOCIATE JUSTICE TODD ROBINSON

DIRECTIONS REGARDING THE RECORD: In a construction lien reference, the official record of a hearing for directions where no oral evidence is given is the endorsement or directions prepared by the presiding associate judge. Where a reporter is present and the hearing for directions is recorded, but no oral evidence is given, such recordings are for use of the presiding judicial official, similar to his or her own notes. As such, transcripts from such recorded hearings are not available. Any request for such a transcript or access to an audio recording must be made by motion to the presiding reference associate judge, on notice to all parties, and will be granted only in unusual circumstances.

APPENDIX

SUMMARY OF LIEN CLAIMS

Stream 1**EllisDon/Antamex Subcontract**Klimer Platforms Inc.

PINs: 21240-0310 LT, 21240-0311 LT, 21240-0312 LT, 21240-0313 LT, 21240-0314 LT, 21240-0315 LT, 21240-0317 LT, 21240-0318 LT, and 21240-0319 LT

First lien amount: \$861,654.02
 Claim for lien: AT5918014 (registered on November 23, 2021)
 Certificate of action: N/A – Vacated prior to perfection
 Statement of claim: December 21, 2021 (CV-21-674166)
 Counterclaim: \$750,000.00, plus HST
 Lien vacated: Wiebe A.J. on December 14, 2021 (CV-21-673660)
 Security of \$911,654.02 posted¹ by lien bond to account no. [tbc]

Second lien amount: \$141,254.33
 Claim for lien: AT5918011 (registered on November 23, 2021)
 Certificate of Action: N/A – Vacated prior to perfection
 Statement of claim: December 21, 2021 (CV-21-674168)
 Counterclaim: \$750,000.00, plus HST
 Lien vacated: Wiebe A.J. on December 14, 2021 (CV-21-673658)
 Security of \$176,567.92 posted² by lien bond to account no. 568688

Antamex Industries ULC

PINs: 21240-0317 LT and 21240-0324 LT

Lien amount: \$16,037,079.79
 Claim for lien: AT6382740 (registered on July 26, 2023)
 Certificate of action: N/A – Vacated prior to perfection
 Statement of claim: September 11, 2023 (CV-23-705820)
 Lien vacated: Robinson A.J. on August 4, 2023 (CV-23-704002)
 Security of \$16,087,079.79 posted by lien bond to account no. 572375
 Security reduced: Robinson A.J. on February 20, 2024 (CV-23-705820)
 Security reduced to \$9,050,000.00 by lien bond rider

¹ \$861,654.02 for the lien claim plus \$50,000.00 for costs.

² \$141,254.33 for the lien claim plus \$35,313.59 for costs.

Stream 2
EllisDon/Contract Glaziers Subcontract

Techniform Metal Curving of Texas, Inc.

PINs: 21240-0317 LT

Lien amount: \$105,381.04
 Claim for lien: AT6153802 (registered on August 9, 2022)
 Certificate of action: N/A – Vacated prior to perfection
 Statement of claim: October 26, 2022 (CV-22-689259)
 Lien vacated: Justice Munroe on August 30, 2022 (CV-22-1239)
 Security of \$131,726.30 posted³ by lien bond to account no. 568688

Stream 3
EllisDon/Symtech Subcontract

Symtech Innovations Ltd.

PINs: 21240-0317 LT and 21240-0324 LT

First lien amount: \$2,894,193.11
 Claim for lien: AT6383425 (registered on July 26, 2023)
 Certificate of action: N/A – Vacated prior to perfection
 Statement of claim: September 18, 2023 (CV-23-706183)
 Lien vacated: Robinson A.J. on August 8, 2023 (CV-23-4020)
 Security of \$2,944,193.11 posted⁴ by lien bond to account no. 572373

Second lien amount: \$17,766,315.61
 Claim for lien: AT6383426 (registered on July 26, 2023)
 Certificate of action: N/A – Vacated prior to perfection
 Statement of claim: September 18, 2023 (CV-23-706192)
 Lien vacated: Robinson A.J. on August 8, 2023 (CV-23-704022)
 Security of \$17,816,315.60 posted⁵ in cash to account no. 572374

Tyco Integrated Fire and Security Canada, Inc.

PINs: 21240-0317 LT and 21240-0324 LT

First Lien amount: \$423,885.80
 Claim for lien: AT6384923 (registered on July 28, 2023)
 Certificate of action: N/A – Vacated prior to perfection
 Statement of claim: September 8, 2023 (CV-23-705741)

³ \$105,381.04 for the lien claim plus \$26,345.26 for costs.

⁴ \$2,894,193.11 for the lien claim plus \$50,000.00 for costs.

⁵ \$17,766,315.61 for the lien claim plus \$50,000.00 for costs.

Lien vacated: Wiebe A.J. on August 14, 2023 (CV-23-704350)
Security of \$473,885.80 posted by lien bond to account no. 572447

Security reduced: Robinson A.J. on February 20, 2024 (CV-23-705741)
Security reduced to \$267,911.35 by lien bond rider

Second Lien amount: \$230,961.53

Claim for lien: AT6384924 (registered on July 28, 2023)

Certificate of action: N/A – Vacated prior to perfection

Statement of claim: September 8, 2023 (CV-23-705743)

Lien vacated: Wiebe A.J. on August 14, 2023 (CV-23-705743)
Security of \$280,961.53 posted by lien bond to account no. 572456

Security reduced: Robinson A.J. on February 20, 2024 (CV-23-705741)
Security reduced to \$50,000.00 by lien bond rider

Stream 4

EllisDon/Modern Niagara Subcontract

Tyco Integrated Fire and Security Canada, Inc.

PINs: 21240-0317 LT and 21240-0324 LT

Lien Amount: \$3,377,942.63

Claim for Lien: AT6384922 (registered on July 28, 2023)

Certificate of action: N/A – Vacated prior to perfection

Statement of Claim: September 8, 2023 (CV-23-705747)

Lien vacated: Wiebe A.J. on August 14, 2023(CV-23-704363)
Security of \$3,427,942.63 posted⁶ by lien bond to account no. 572448

⁶ \$3,377,942.63 for the lien claim plus \$50,000.00 for costs.

TAB 9

This is **Exhibit "9"** referred to in the Affidavit of Darina Mishiyev sworn before me, this 15th Day of May, 2024

A handwritten signature in blue ink, consisting of several sharp, upward-pointing peaks and downward-pointing valleys, resembling a stylized 'M' or a series of connected 'W' shapes.

A COMMISSIONER FOR TAKING AFFIDAVITS

JOHN MARGIE LSO NO.: 36801D

From: McIntyre, Caitlin <caitlin.mcintyre@blakes.com>

Sent: Tuesday, April 2, 2024 9:34 AM

To: John Margie <jmargie@margiestrub.com>

Cc: Karena Cui <Kcui@margiestrub.com>; Rogers, Linc <linc.rogers@blakes.com>; Williams, Richard <richwilliams@deloitte.ca>; Reynolds, Phil <philreynolds@deloitte.ca>; Bambrough, Denise L. <DBambrough@blg.com>

Subject: RE: RE:FW: Klimer Antamex

John,

I am attaching a form of order with respect to lifting the stay of proceedings to allow the Klimer lien actions to proceed against the lien bonds. We have spoken with counsel to Aviva who is also in agreement with the attached form of order. As you'll see, this form of order contemplates that it would be granted on a motion brought by Klimer. Please let us know if you have any comments on the attached form of order and when you intend to proceed with the motion.

Regards,
Caitlin

Caitlin McIntyre (she, her, hers)
Associate
caitlin.mcintyre@blakes.com

T. [+1-416-863-4174](tel:+14168634174)

C. [+1-905-746-6711](tel:+19057466711)

Court File No.: CV-24-00715153-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

~~THE HONOURABLE _____) _____, THE _____
_____) _____
JUSTICE BLACK _____) _____ DAY OF APRIL 2024~~

BETWEEN:

EXPORT DEVELOPMENT CANADA

Applicant

- and -

ANTAMEX INDUSTRIES ULC

Respondent

AND IN THE MATTER OF ~~THE BANKRUPTCY AND INSOLVENCY ACT,~~
~~R.S.C. 1985, c. B-3, AS AMENDED~~

ORDER

(Lift Stay and Intervention)

~~THIS MOTION, made by Deloitte Restructuring Inc., in its capacity as receiver
and manager of Antamex Industries ULC (the "Receiver"), pursuant to AN
APPLICATION UNDER section 243(1) of the Bankruptcy and Insolvency
Act, R.S.C. 1985, c. B-3, as amended (the "BIA, and section 101 of the Courts~~

of Justice Act, R.S.O. 1990, c C.43, as amended

ORDER
(Lift Stay and Intervention)

THIS MOTION, made by **Klimer Platforms Inc. (“Klimer”)** for an Order lifting the stay to permit certain lien claimants to proceed with their lien actions as against Antamex Industries ULC (“**Antamex**”) and permitting Aviva Insurance Company of Canada (“**Aviva**”) to intervene in those lien actions, was read this day at the courthouse at 330 University Avenue, 8th Floor, Toronto, Ontario.

ON BEING ADVISED of the consent of Aviva, ~~the lien claimant, Klimer Platforms Inc. (“Klimer”)~~; and Deloitte Restructuring Inc. in its capacity as receiver and manager of Antamex (in such capacity, the “Receiver”).

1. **THIS COURT ORDERS** that Aviva ~~Insurance Company of Canada (“Aviva”)~~ is hereby granted leave to intervene in the lien actions commenced by Klimer as against Antamex, among others, under Court File Nos.: _____ and _____ commenced in Toronto (the “**Klimer Lien Actions**”), as an added party, and that Aviva shall be entitled to advance the defences, set-offs, and counterclaims of Antamex ~~Industries ULC~~ in the Klimer Lien ~~Action~~Actions.

2. **THIS COURT ORDERS** that Aviva shall be required to comply with all procedural steps including pleading, production, and discovery that could have been demanded of Antamex in the Klimer Lien Actions, and neither Antamex nor the Receiver shall have ~~no~~any obligation to proceed with any of the foregoing steps provided that the stay of proceedings granted in the ~~Amended and Restated Receivership Appointment~~ Receivership Appointment Order in these proceedings dated March ~~13~~5, 2024, (as amended and restated March 13, 2024) (the “**Receivership Order**”) remains effective.

3. **THIS COURT ORDERS** that in order to advance the defences, set-offs, and counterclaims of Antamex, Aviva shall be at liberty to file a Statement of Defence and Counterclaim in the Klimer Lien Actions.

4. **THIS COURT ORDERS** that Aviva shall be solely responsible for the payment of any costs in the Klimer Lien Actions which the Court may order be paid by Aviva.

5. **THIS COURT ORDERS** that a copy of this Order shall be filed in the Klimer Lien Actions ~~bearing Court File Nos. _____ and _____ commenced in Toronto.~~

6. **THIS COURT ORDERS** that the stay of proceedings granted in the ~~Amended and Restated Order in these proceedings dated March 13, 2024~~ Receivership Order, is hereby lifted solely to the extent necessary to permit the Klimer Lien Actions to proceed as set out above and, for greater certainty, although Aviva will advance the defences, set-offs, and counterclaims of Antamex in the Klimer Lien Actions, neither Antamex nor the Receiver shall ~~not~~ be required to take any steps in connection with the Klimer Lien Actions and any steps to recover any amounts from Antamex in connection with the Klimer Lien Actions shall remain stayed and suspended.

Court File No.: CV-24-00715153-00CL

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c. B-3, AS AMENDED

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

Proceeding commenced at TORONTO

**ORDER
(Lift Stay and Intervention)**

~~BLAKE, CASSELS & GRAYDON LLP~~

~~Commerce Court West~~

~~199 Bay~~

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Lawyers for the Receiver,
Deloitte Restructuring Inc.

[Lawyer for Klimer Platforms Inc.](#)

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Input:	
Document 1 ID	netdocuments://1388-3829-6331/1
Description	BCG Comments - 2024 03 31 - Order (Lift Stay Intervention) (Draft)(143756165.2)
Document 2 ID	netdocuments://1388-3829-6331/2
Description	BCG Comments - 2024 03 31 - Order (Lift Stay Intervention) (Draft)(143756165.2)
Rendering set	Standard

Legend:	
	<u>Insertion</u>
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Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:

	Count
Insertions	41
Deletions	35
Moved from	6
Moved to	6
Style changes	0
Format changes	0
Total changes	88

Court File No. CV-24-00715153-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N :

EXPORT DEVELOPMENT CANADA

Applicant

- and -

ANTAMEX INDUSTRIES ULC

Respondent

**AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of
the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and
section 101 of the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended**

**ORDER
(Lift Stay and Intervention)**

THIS MOTION, made by Klimer Platforms Inc. (“**Klimer**”) for an Order lifting the stay to permit certain lien claimants to proceed with their lien actions as against Antamex Industries ULC (“**Antamex**”) and permitting Aviva Insurance Company of Canada (“**Aviva**”) to intervene in those lien actions, was read this day at the courthouse at 330 University Avenue, 8th Floor, Toronto, Ontario.

ON BEING ADVISED of the consent of Aviva and Deloitte Restructuring Inc. in its capacity as receiver and manager of Antamex (in such capacity, the “**Receiver**”).

1. **THIS COURT ORDERS** that Aviva is hereby granted leave to intervene in the lien

actions commenced by Klimer as against Antamex, among others, under Court File Nos.: _____ and _____ commenced in Toronto (the “**Klimer Lien Actions**”), as an added party, and that Aviva shall be entitled to advance the defences, set-offs, and counterclaims of Antamex in the Klimer Lien Actions.

2. **THIS COURT ORDERS** that Aviva shall be required to comply with all procedural steps including pleading, production, and discovery that could have been demanded of Antamex in the Klimer Lien Actions, and neither Antamex nor the Receiver shall have any obligation to proceed with any of the foregoing steps provided that the stay of proceedings granted in the Receivership Appointment Order in these proceedings dated March 5, 2024, (as amended and restated March 13, 2024) (the “**Receivership Order**”) remains effective.

3. **THIS COURT ORDERS** that in order to advance the defences, set-offs, and counterclaims of Antamex, Aviva shall be at liberty to file a Statement of Defence and Counterclaim in the Klimer Lien Actions.

4. **THIS COURT ORDERS** that Aviva shall be solely responsible for the payment of any costs in the Klimer Lien Actions which the Court may order be paid by Aviva.

5. **THIS COURT ORDERS** that a copy of this Order shall be filed in the Klimer Lien Actions.

6. **THIS COURT ORDERS** that the stay of proceedings granted in the Receivership Order, is hereby lifted solely to the extent necessary to permit the Klimer Lien Actions to proceed as set out above and, for greater certainty, although Aviva will advance the defences, set-offs, and counterclaims of Antamex in the Klimer Lien Actions, neither Antamex nor the Receiver shall be

required to take any steps in connection with the Klimer Lien Actions and any steps to recover any amounts from Antamex in connection with the Klimer Lien Actions shall remain stayed and suspended.

Court File No.: CV-24-00715153-00CL

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c. B-3, AS AMENDED

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

Proceeding commenced at TORONTO

**ORDER
(Lift Stay and Intervention)**

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Lawyer for Klimer Platforms Inc.

TAB C

Court File No. CV-24-00715153-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE)	WEDNESDAY THE 22 nd
)	
JUSTICE)	DAY OF MAY 2024

B E T W E E N :

EXPORT DEVELOPMENT CANADA

Applicant

- and -

ANTAMEX INDUSTRIES ULC

Respondent

**AND IN THE MATTER OF AN APPLICATION UNDER section 243(1) of
the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and
section 101 of the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended**

**ORDER
(Lift Stay and Intervention)**

THIS MOTION, made by Klimer Platforms Inc. (“**Klimer**”) for an Order lifting the stay to permit certain lien claimants to proceed with their lien actions as against Antamex Industries ULC (“**Antamex**”) and permitting Aviva Insurance Company of Canada (“**Aviva**”) to intervene in those lien actions, was read this day at the courthouse at 330 University Avenue, 8th Floor, Toronto, Ontario.

ON BEING ADVISED of the consent of Aviva and Deloitte Restructuring Inc. in its capacity as receiver and manager of Antamex (in such capacity, the “**Receiver**”) and upon hearing submissions of counsel for Klimer.

1. **THIS COURT ORDERS** that the time for service of the notice of motion and motion record is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that Aviva is hereby granted leave to intervene in the lien actions commenced by Klimer as against Antamex, among others, under Court File Nos.: CV-21-00674166 and CV-21-00674168 commenced in Toronto (the “**Klimer Lien Actions**”), as an added party, and that Aviva shall be entitled to advance the defences, set-offs, and counterclaims of Antamex in the Klimer Lien Actions.

3. **THIS COURT ORDERS** that Aviva shall be required to comply with all procedural steps including pleading, production, and discovery that could have been demanded of Antamex in the Klimer Lien Actions, and neither Antamex nor the Receiver shall have any obligation to proceed with any of the foregoing steps provided that the stay of proceedings granted in the Receivership Appointment Order in these proceedings dated March 5, 2024, (as amended and restated March 13, 2024) (the “**Receivership Order**”) remains effective.

4. **THIS COURT ORDERS** that in order to advance the defences, set-offs, and counterclaims of Antamex, Aviva shall be at liberty to file a Statement of Defence and Counterclaim in the Klimer Lien Actions.

5. **THIS COURT ORDERS** that Aviva shall be solely responsible for the payment of any costs in the Klimer Lien Actions which the Court may order be paid by Aviva.

6. **THIS COURT ORDERS** that a copy of this Order shall be filed in the Klimer Lien Actions.

7. **THIS COURT ORDERS** that the stay of proceedings granted in the Receivership Order, is hereby lifted solely to the extent necessary to permit the Klimer Lien Actions to proceed as set out above and, for greater certainty, although Aviva will advance the defences, set-offs, and counterclaims of Antamex in the Klimer Lien Actions, neither Antamex nor the Receiver shall be required to take any steps in connection with the Klimer Lien Actions and any steps to recover any amounts from Antamex in connection with the Klimer Lien Actions shall remain stayed and suspended.

Court File No.: CV-24-00715153-00CL

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
R.S.C. 1985, c. B-3, AS AMENDED

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

Proceeding commenced at TORONTO

**ORDER
(Lift Stay and Intervention)**

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Lawyer for Klimer Platforms Inc.

IN THE MATTER OF THE *BANKRUPTCY AND INSOLVENCY ACT*,
1985, c. B-3, AS AMENDED

R.S.C.

Court File No.: CV-24-00715153-00CL

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

Proceeding commenced at TORONTO

**MOTION RECORD
(Lift Stay and Intervention)**

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