

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

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

**2321197 ONTARIO INC., CARLO DEMARIA, SANDRA DEMARIA,
2321198 ONTARIO INC. SASI MACH LIMITED and VICAR HOMES LTD.**

Respondents

**APPLICATION RECORD
VOLUME 2 OF 2
(returnable November 13, 2018)**

Date: November 6, 2018

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1

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Tel: (416) 863-4417
Fax: (416) 863-4592
barbara.grossman@dentons.com

Kenneth Kraft
Tel: (416) 863-4374
kenneth.kraft@dentons.com

Lawyers for Buduchnist Credit Union Limited

TO: SERVICE LIST

SERVICE LIST
(as at November 5, 2018)

TO:	2321197 ONTARIO INC. 211 Woodland Acres Crescent Vaughan, ON L6A 1G1 <i>Respondent in respect of 87 Elm Grove, Richmond Hill, Ontario ("Elm Property")</i>
AND TO:	CARLO DEMARIA 211 Woodland Acres Crescent Vaughan, ON L6A 1G1 cdemaria3@icloud.com carlo@vicarhomes.com carlo@douknow.com cvdemaria@gmail.com <i>Respondent in respect of the following real properties:</i> <i>(a) the Elm Property;</i> <i>(b) 211 Woodland Acres Crescent, Richmond Hill, Ontario ("Woodland Property"); and</i> <i>(c) 46 Puccini Drive, Richmond Hill, Ontario ("Puccini Property").</i>
AND TO:	SANDRA DEMARIA 211 Woodland Acres Crescent Vaughan, ON L6A 1G1 sandra@vapz.com <i>Respondent in respect of the Woodland Property</i>
AND TO:	2321198 ONTARIO INC. 211 Woodland Acres Crescent Vaughan, ON L6A 1G1 <i>Respondent in respect of the Puccini Property</i>
AND TO:	SASI MACH LIMITED 211 Woodland Acres Crescent Maple, ON L6A 1G1 <i>Respondent in respect of 506 Wilson Heights Boulevard, Downsview, Ontario</i>
AND TO:	VICAR HOMES LTD. 80 Bass Pro Mills, Suite 11-A Vaughan, ON L4K 5W9 <i>Respondent in respect of the Woodland Property</i>

AND TO:	BURYCH LAWYERS 204-89 Queensway W. Mississauga, ON L5B 2V2 Walter P. Burych Tel: (905) 896-8600 ext. 223 Fax: (905) 896-9757 wpburych@burychl原因yers.com <i>Lawyers for Sasi Mach Limited and Sandra Demaria</i>
AND TO:	MAZO CHOWBAY PERSONAL INJURY LAWYERS 4711 Yonge Street North York, ON M2N 6K8 Alisa Mazo Tel: (416) 621-9111 ext. 211 Fax: (647) 348-9477 alisa.mazo@mazochowbay.com <i>Lawyers for Vicar Homes Ltd. and Carlo Demaria in respect of the Woodland Property</i>
AND TO:	HORLICK LEVITT DI LELLA LLP 100 Sheppard Avenue East, Suite 870 North York, ON M2N 6N5 Brian Horlick Tel: (416) 512-7440 ext. 227 bhorlick@hldlawyers.com <i>Lawyers for Sylvia Conforti, potential purchaser of Elm Property</i>
AND TO:	LOOPSTRA NIXON LLP 135 Queens Plate Drive, Suite 600 Etobicoke, ON M9W 6V7 Michael McWilliams Tel: (416) 748-4766 Fax: (416) 746-8319 mmcwilliams@loonix.com Peter W.G. Carey Tel: (416) 748-4774 pcarey@loonix.com <i>Lawyers for Trade Capital Finance, in capacity as Plaintiff named in Mareva Order, registered against Woodland Property and Puccini Property</i>

Email List

kenneth.kraft@dentons.com; barbara.grossman@dentons.com; mmcwilliams@loonix.com;
pcarey@loonix.com; wpburch@burchlawyers.com; alisa.mazo@mazochowbay.com;
bhorlick@hldlawyers.com; cdemaria3@icloud.com; carlo@vicarhomes.com;
carlo@douknow.com; cvdemaria@gmail.com; sandra@vapz.com

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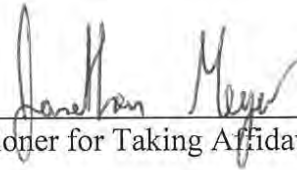
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TAB AA

THIS IS EXHIBIT "AA" REFERRED TO IN THE
AFFIDAVIT OF OKSANA PROCIUK SWORN
BEFORE ME THIS 6th DAY OF NOVEMBER, 2018.



A Commissioner for Taking Affidavits, etc.

Jonathan Elan Meyer,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires April 21, 2020.

APPLICATION FOR BUSINESS LOAN

ACCOUNT NUMBER: 61537

DATE: 01 APRIL 2015

To: **BUDUCHNIST CREDIT UNION LIMITED**
 2280 Bloor Street West
 Toronto, ON, M6S 1N9

From: **LEGAL NAME: VICAR HOMES LTD.**
 TRADE NAME (if other than above): _____
 TYPE OF BUSINESS Real estate holding company HOW LONG 5 years
 BUSINESS LOCATION c/o 211 Woodland Acres Crescent
NO AND STREET NAME
Vaughan, ON Canada L6A 1G1
CITY PROVINCE POSTAL CODE
 CONTACT PERSON Carlo Demaria
 POSITION President
 PHONE NUMBER 416-902-0565

	OWNERSHIP INFORMATION			
	Name	Title	Age	Percentage Ownership
<input type="checkbox"/> Sole Proprietorship	Carlo Demaria	President	39	100
<input type="checkbox"/> Partnership				
<input type="checkbox"/> Incorporated Business				
<input type="checkbox"/> Unincorporated Association				
<input type="checkbox"/> _____				

FINANCIAL INSTITUTIONS

NAME	ADDRESS	ACCOUNT NO.
Buduchnist Credit Union Limited	2280 BLOOR ST. W., TORONTO, ON, M6S 1N9	61537

	SOLICITOR	ACCOUNTANT/AUDITOR	INSURANCE AGENT
NAME	Walter Burych	Formusa Zuccaro LLP	
FIRM	Burych Lawyers	17-3000 Langstaff Rd	
ADDRESS		Vaughan, Ont L4K 4R7	
TELEPHONE	905-896-9600	905-850-0852	()

Third Party Disclaimers:

I hereby declare that, as a member of Buduchnist Credit Union (Account Number 61537), I am NOT acting on behalf of or on the instructions of any other individual or corporation.

[Signature]

THE UNDERSIGNED HAS FURNISHED THE INFORMATION CONTAINED HEREIN, AND WILL FURNISH THE ADDITIONAL INFORMATION INDICATED ABOVE, FOR THE PURPOSE OF OBTAINING A LOAN. THE UNDERSIGNED WARRANTS THAT ALL SUCH INFORMATION IS TRUE TO THE BEST OF ITS KNOWLEDGE.

THE UNDERSIGNED HEREBY AUTHORIZES THE CREDIT UNION TO CONTACT ITS BANKERS, ACCOUNTANT/AUDITOR, SOLICITOR AND INSURANCE AGENT CONCERNING ITS AFFAIRS; TO CONDUCT A COMMERCIAL INVESTIGATION WITH RESPECT TO IT, AND PERSONAL INVESTIGATIONS WITH RESPECT TO ITS PRINCIPALS; AND TO OBTAIN SUCH FURTHER INFORMATION REGARDING IT AND ITS PRINCIPALS AS PERMITTED BY LAW. THE UNDERSIGNED FURTHER AUTHORIZES THE CREDIT UNION TO RELEASE TO OTHER CREDIT GUARANTORS OR ANY CREDIT BUREAU INFORMATION CONTAINED HEREIN OR ANY ADDITIONAL INFORMATION INDICATED ABOVE.

DATED this 01 day of April, 2015 at Toronto, Ontario.

[Signature]
ROMA BEREZ
 Branch Operations
 Manager
 Witness
[Signature]
ROMA BEREZA
 Branch Operations
 Manager

VICAR HOMES LTD.
 Per: *[Signature]*
 I/We Have the Authority to Bind the Corporation
 Carlo Demaria - Guarantor

[Signature]
 Date
 Apr. 1/15
[Signature]
 Date
 Apr. 1/15

FACILITY REQUESTED	PREVIOUS AUTHORIZATION	EXISTING BALANCE	CREDIT REQUESTED	TERM
Secured Comm LOC			\$1,000,000.00	Demand
TOTAL CURRENT CREDIT EXPOSURE	1,000,000			
TOTAL CREDIT EXPOSURE AFTER FUNDING	\$1,000,000.00			

DETAILS OF LOAN REQUESTED

Amount: \$1,000,000.00

Purpose: Payout and close LOC on business account 63457; member sold business and existing LOC must be "moved". Member requested moved to this account as he can then use LOC for his building projects.

Repayment Terms: Prime + 1.50% (4.50%) Interest Only plus \$1,000 monthly.

Sources of Repayment: Business income

Security Offered: 2nd collateral mtg over 211 Woodland Acres. Market Value: \$3.5M estimated Appraised YES NO
GSA. Personal guarantee of Carlo Demaria (2012 appraisal \$2.8M)

PRESENT BORROWING ARRANGEMENTS WITH OTHER LENDERS / SUPPLIERS

NAME OF LENDER	AMOUNT AUTHORIZED	OUTSTANDING BALANCE	TERMS	SECURED/ UNDECURED
/	/	/	/	/
/	/	/	/	/
/	/	/	/	/

Conditions and Reporting Requirements
 Financial statements annually

History/Nature of Business
 Real estate holding company/building company. Currently working on construction completion of two homes.

Management Assessment
 Account open for 4 years 9 months; no issues, positive balances. Based on other BCU connected accounts and past credit facilities granted, we conclude that management assessment is excellent.

Environmental Considerations
 N/A

Income Statement
 Income statement (June 2013) shows gross profit of \$236,708. After legitimate expenses, management salary takeout is \$207,674 and since this is also the guarantor, it is from these funds that line of credit payment to be made. If one calculates a simple debt service ratio, calculation works out to be 3.8 (based on calculation of \$1M at 4.50% amortized over 20 years), which is considerably above our minimum requirement of 1.2. In addition, repayment of this credit facility should be no problem since Mr. Demaria has many resources to draw from. As stated earlier, Mr. Demaria has personally guaranteed this LOC and has substantial declared income. If necessary, Mr Demaria can apply his own income towards payments/debt. Also, currently 2 high end homes are very near completion and will be listed for sale in about a month. Funds from these sales will paydown /out line of credit.

Balance Sheet
 Vicar Homes Ltd. balance sheet shows healthy cash assets of \$154,714 and retained earnings of \$320,264; slightly higher than 2012 reported balances of \$84,466 and \$306,056 respectively.

Guarantors (if any) Carlo Demaria

Assessment of Security 2nd collateral mtg over principal residence – 211 Woodland Acres Crescent, Vaughan
GSA and personal guarantee of Carlo Demaria

Summary of risks and recommendations

2nd collateral mortgage over principal residence previously registered in December 2012; blanket charge of \$3M. At that time we requested additional security as member was depositing 3rd party cheques for his MSB business. At this time, member has officially sold his business and as such we must "move" the security from existing account as it is no longer his. We have agreed to switch this line of credit to another of our members' accounts, being this one, Vicar Homes Ltd. This account has always operated in a satisfactory manner (as have all member connected accounts). We had agreed (at the time) to release \$1M of the \$3M blanket collateral. 1st mortgage is with BCU and current balance is \$1,073,869; member states that current value of home is approx \$3.5M (we have ordered appraisal update to confirm). Using the original value of \$2.8M from 2012, LTV of both 1st & 2nd mortgages is 74%. Based on financial statements, it is evident that repayment of this credit facility is not an issue as well as members' personal NOA for 2013 shows a net income of \$446,991. Recommend based on member tenure, connected relationship and existing valuable relationship and security pledged.

Potential for additional business

Member is fully serviced at BCU (both personal and commercial business). Member consistantly refers new business to BCU and BCU affiliates.

ASSESSED AND RECOMMENDED BY Roma Bereza, Branch Manager DATED 01 April 2015

APPROVAL

AMOUNT \$ 1,000,000 RATE P+1.50% TERM DEMAND

Branch Manager, Credit Manager, CEO

Roma Bereza Apr 1/15
Branch Manager Date

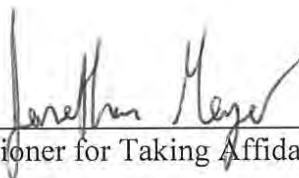
Roman Sharanewych 4/1/15
Credit manager Date

Oksana Prociuk April 1/2015
C.E.O. Date

SEE BOARD SHEET

TAB BB

THIS IS EXHIBIT "**BB**" REFERRED TO IN THE
AFFIDAVIT OF OKSANA PROCIUK SWORN
BEFORE ME THIS 6th DAY OF NOVEMBER, 2018.



A Commissioner for Taking Affidavits, etc.

Jonathan Elan Meyer,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law
Expires April 21, 2020.



LAND REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 3
 PREPARED FOR jhuang01
 ON 2018/11/02 AT 13:28:06

03342-0025 (LI)

PROPERTY DESCRIPTION: PCL 23-1 SEC M1732; LT 23 PL M1732; S/T LT13593 ; VAUGHAN

PROPERTY REMARKS:
 ESTATE/QUALIFIER:
 FEE SIMPLE
 ABSOLUTE

RECENTLY:
 FIRST CONVERSION FROM BOOK

CAPACITY SHARE
 JTEN
 JTEN

PIN CREATION DATE:
 1997/04/07

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
EFFECTIVE	2000/07/29	THE NOTATION OF THE "PIN CREATION DATE" OF 1997/04/07	"BLOCK IMPLEMENTATION DATE" OF 1997/04/07 ON THIS PIN**			
WAS REPLACED WITH THE		"PIN CREATION DATE"	OF 1997/04/07			
** PRINTOUT		INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1997/04/04 **				
NOTE: THE NO DEALINGS INDICATOR IS IN EFFECT ON THIS PROPERTY						
LA588165	1976/11/25	NOTICE AGREEMENT			THE CORPORATION OF THE TOWN OF VAUGHAN	C
LA605924	1977/03/09	NOTICE AGREEMENT			THE CORPORATION OF THE TOWN OF VAUGHAN	C
LT135993Z	1983/08/05	APL ANNEX REST COV				C
LT791885	1991/10/15	CHARGE	*** COMPLETELY DELETED ***		THE EQUITABLE TRUST COMPANY	
LT791886	1991/10/15	TRANSFER	*** COMPLETELY DELETED ***		HUI, LOUIS SEK-TING HUI, ANNE ON-YEE	
YR398952	2003/12/03	LIEN	*** COMPLETELY DELETED ***			
YR399045	2003/12/03	LIEN	HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE			
YR405818	2003/12/17	APL TR BK-OWNER	*** COMPLETELY DELETED ***			
YR412551	2004/01/09	DISCHARGE INTEREST	HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE		PAT ROBINSON INC.	

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

03342-0025 (LIF)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHGD
YR413261	REMARKS: RE: YR399045 2004/01/09	DISCHARGE INTEREST		*** COMPLETELY DELETED ***	THE MINISTER OF NATIONAL REVENUE	
YR416885	REMARKS: RE: YR399952 2004/01/16	TR TRUST BANKRETCY		*** COMPLETELY DELETED *** PAT ROBINSON INC.	HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF NATIONAL REVENUE	
YR423575	2004/02/02	CHARGE		*** COMPLETELY DELETED *** HUI, ANNE ON-YEE	HUI, ANNE ON-YEE	
YR450546	2004/04/06	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE EQUITABLE TRUST COMPANY	THE TORONTO-DOMINION BANK	
YR710245	REMARKS: RE: LT791885 2005/10/03	TRANSFER		*** COMPLETELY DELETED *** HUI, ANNE ON-YEE	GOODMAN, NATALYA	
YR710246	2005/10/03	CHARGE		*** COMPLETELY DELETED *** GOODMAN, NATALYA	THE EFFORT TRUST COMPANY	
YR736805	2005/11/24	CHARGE		*** COMPLETELY DELETED *** GOODMAN, NATALYA	STOJANOSKI, KIRO STOJANOSKI, LILJANA	
YR780480	2006/02/22	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
YR824400	REMARKS: RE: YR423575 2006/05/30	DISCH OF CHARGE		*** COMPLETELY DELETED *** STOJANOSKI, KIRO STOJANOSKI, LILJANA		
YR824464	REMARKS: RE: YR736805 2006/05/30	CHARGE		*** COMPLETELY DELETED *** GOODMAN, NATALYA	HOME TRUST COMPANY	
YR896482	2006/10/16	CHARGE		*** COMPLETELY DELETED *** GOODMAN, NATALYA	HOME TRUST COMPANY	

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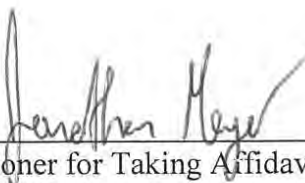
PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
YR960851	2007/03/19	DISCH OF CHARGE		*** COMPLETELY DELETED *** HOME TRUST COMPANY		
	REMARKS: RE: YR824464					
YR1534098	2010/08/16	TRANSFER	\$1,640,000	GOODMAN, NATALYA	DEMARIA, CARLO DEMARIA, SANDRA	C
	REMARKS: PLANNING ACT STATEMENTS					
YR1534099	2010/08/16	CHARGE	\$1,490,000	DEMARIA, CARLO DEMARIA, SANDRA	BUDUCHNIST CREDIT UNION LIMITED	C
YR1554769	2010/09/29	DISCH OF CHARGE		*** COMPLETELY DELETED *** HOME TRUST COMPANY		
	REMARKS: YR896482.					
YR1557669	2010/10/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** THE EFFORT TRUST COMPANY		
	REMARKS: YR710246.					
YR1920510	2012/12/05	CHARGE	\$3,000,000	DEMARIA, CARLO DEMARIA, SANDRA	BUDUCHNIST CREDIT UNION LIMITED	C
YR2307547	2015/06/18	RESTRICTIONS ORDER		ONTARIO SUPERIOR COURT OF JUSTICE	TRADE CAPITAL FINANCE CORP.	C

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TAB CC

THIS IS EXHIBIT "CC" REFERRED TO IN THE
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BEFORE ME THIS 6th DAY OF NOVEMBER, 2018.



A Commissioner for Taking Affidavits, etc.

Jonathan Elan Meyer,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires April 21, 2020.



City of Vaughan
 2141 Major Mackenzie Drive
 Vaughan, Ontario
 Canada L6A 1T1
 (905) 832-8502

Tax Certificate
 Certificate No. 81237
 October 09, 2018

210

ISSUED TO: DENTONS CANADA LLP
 77 KING ST WEST STE 400
 TORONTO ON M5K 0A1

Fee: \$90.00
 Administrative cost for each separately assessed parcel
 Roll No.: 1928.000.212.30196.0000
 Owner Name: DEMARIA CARLO
 DEMARIA SANDRA
 Location: 211 WOODLAND ACR CRES
 Description: PLAN M1732 LOT 23
 REG
 43124.00SF 213.14FR D

Your Reference: 228576-11

TAX YEAR	TAXES LEVIED	TAXES OUTSTANDING	PENALTY/INTEREST	TOTAL OUTSTANDING	FUTURE INSTALLMENTS
2018	14,922.86	6,577.10	82.21	6,659.31	
2017	14,932.10	0.00	0.00	0.00	
2016	14,962.78	0.00	0.00	0.00	
2015& Prior	14,482.19	0.00	0.00	0.00	
Deferred Taxes		0.00	0.00	0.00	
Total		6,577.10	82.21	6,659.31	

LOCAL IMPROVEMENTS

By-Law	Description	Amount	Expiry

**IMPORTANT NOTICE
 PLEASE ADVISE YOUR CLIENT
 OF FUTURE INSTALLMENTS**

Total taxes shown may include additions to the Tax Roll as authorized by statute.

Interest and Penalty have been calculated to date of certification.

A penalty of 1.25% is added on the first day of default and on the first day of each calendar month in which the default continues.

This Certificate is subject to additional or reduced taxes which may be adjusted pursuant to the provisions of the Municipal Act and/or the Assessment Act.

This Certificate is subject to the adjustment of taxes pursuant to the provisions of the Municipal Act and/or the Assessment Act.

This Certificate may not reflect local improvements pending.

I hereby certify that the above statement shows all amounts owing for taxes as of the day the certificate is issued.

This tax certificate is issued under the authority of Section 352(1) of the Municipal Act, S.O. 2001, C.25.

For City Treasurer

Certificate is subject to clearance of cheques through bank.

CHANGE OF OWNERSHIP NOTICE

Cert No.: 81237 Property Location: 211 WOODLAND ACR CRES Roll Number: 1928.000.212.30196.0000
 PLAN M1732 LOT 23
 REG
 43124.00SF 213.14FR D Closing Date: _____

From: DENTONS CANADA LLP

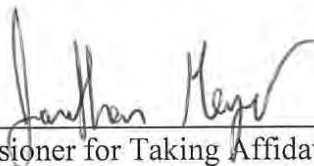
New Owner Information: Name(s) of New Owner(s): _____ New Owner(s) Mailing Address: _____

Postal Code: _____

PLEASE RETURN THIS FORM AFTER THE CLOSING DATE. THANK YOU

TAB DD

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A Commissioner for Taking Affidavits, etc.

Jonathan Elan Meyer,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires April 21, 2020.

October 2, 2018

DELIVERED VIA EMAIL
DELIVERED VIA REGULAR MAIL

Mrs. Sandra Demaria
Mr. Carlo Demaria
211 Woodland Acres Crescent
Vaughan , Ontario
L6A 1G1

Dear Members,

RE: #35926-3 Residential FIRST Mortgage
over 211 Woodland Acres Crescent
Vaughan , Ontario
L6A 1G1

We would like to inform you that your residential first mortgage is delinquent 25 days and requires a payment of \$2,705.24 to cover the September 7, 2018 payment.

Your automatic EFT deposit of \$7,800.00 dated August 28, 2018 returned NSF . Furthermore, your September 27, 2018 EFT deposit of \$7,800.00 returned as a "stop payment" item .

The October monthly payment of \$2,700.00 is due on the 7th of October, therefore you will be required to deposit \$5,405.24 by this coming Saturday October 6, 2018 to bring the first mortgage up to date.

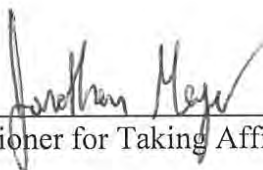
Please make the necessary payments to ensure that your mortgage remains current and in good standing.

Yours truly,

Loans Department
Buduchnist Credit Union Limited

TAB EE

THIS IS EXHIBIT "EE" REFERRED TO IN THE
AFFIDAVIT OF OKSANA PROCIUK SWORN
BEFORE ME THIS 6th DAY OF NOVEMBER, 2018.



A Commissioner for Taking Affidavits, etc.

Jonathan Elan Meyer,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires April 21, 2020.

October 18, 2018

File No.: 225876-11

**DELIVERED VIA REGISTERED MAIL
DELIVERED VIA COURIER
DELIVERED VIA REGULAR MAIL
DELIVERED VIA EMAIL**

Carlo Demaria and Sandra Demaria
c/o 211 Woodland Acres Crescent
Vaughan, Ontario L6A 1G1

Attention: Carlo Demaria and Sandra Demaria

RE: Indebtedness of Carlo and Sandra Demaria (the "Borrowers") pursuant to a loan made by Buduchnist Credit Union Limited (the "Lender") in the principal amount of \$1,490,000.00 (the "Loan") secured by real property municipally known as 211 Woodland Acres Crescent, Vaughan, Ontario (the "Property")

Please be advised that we are counsel to the Lender in connection with the indebtedness and liability owing by the Borrowers to the Lender in respect of the Loan.

In this regard, reference is made to the following agreement:

- A. Mortgage Loan Offer dated April 4, 2010 between the Lender and the Borrowers; and
- B. A first Charge/Mortgage over the Property described as PCL 23-1 SEC M1732; LT 23 PL M1732; S/T LT135993; Vaughan with the Land Registry Office in the Land Titles Division of York Region (#65) registered on August 16, 2010 as Instrument No. YR1534099 (the "Charge").

The Borrowers are in default under the terms of the Charge since August 9, 2018 for non payment of the Loan and such default under the Charge entitles the Lender, pursuant to section 13 of the Standard Charge Terms 200033 which are incorporated by reference into the Charge, to accelerate the Loan together with interest thereon such that it is immediately due and payable. The Charge also entitles the Lender to take steps to enforce the security granted to it thereunder.

The Lender hereby demands repayment of all amounts due and owing by the Borrowers to the Lender under the foregoing agreements, namely the amount of \$1,000,597.20 as at October 18, 2018 (the "Indebtedness") plus all accruing costs and expenses. The Indebtedness consists of \$995,199.35 in outstanding principal as at October 18, 2018 and \$5,397.85 of accrued interest as of October 18, 2018.

Please note that the Loan will continue to accrue interest at the daily rate of \$77.07 and the Lender will continue to incur costs and expenses, for which the Borrowers will be responsible, until payment of all amounts hereunder is received by the Lender. Payment may be made by way of certified cheque or bank draft payable to Buduchnist Credit Union Limited and delivered to 2280 Bloor Street West, Toronto, Ontario, M6S 1N9, attention Roman Sharanewych.

If full payment, as set forth herein, is not received by the close of business on October 31, 2018, the Lender will take whatever steps it deems appropriate to seek repayment of the said amount. To this end, we enclose for service upon you a Notice of Intention to Enforce Security in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada) (the "Notice of Intention"). If you are prepared to waive the ten day notice period in the Notice of Intention, please endorse the Consent and Waiver located on page two of the Notice of Intention and return to the undersigned as soon as possible.

Please note that the Lender reserves the right to proceed against you prior to the time stipulated herein in the event that the Lender determines that its position is further jeopardized.

If you have any questions or concerns, please contact the undersigned.

Yours truly,
Dentons Canada LLP



Alexandra North

E. & O.E.

cc: Buduchnist Credit Union Limited
Carlo Demaria and Sandra Demaria

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) Bankruptcy and Insolvency Act)

TO: Sandra Demaria, an insolvent person
211 Woodland Acres Crescent
Vaughan, Ontario L6A 1G1

TAKE NOTICE THAT:

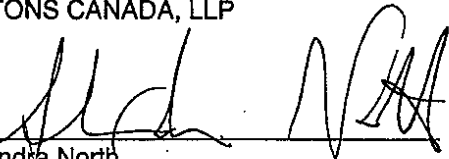
1. Buduchnist Credit Union Limited, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

PIN No. 03342-0025 (LT)
PCL 23-1 SEC M1732; LT 23 PL M1732; S/T LT135993; Vaughan
Province of Ontario
York Land Titles Office (No. 65)

Municipally known as 211 Woodland Acres Crescent, Vaughan, Ontario
2. The security that is to be enforced is in the form of:
 - (a) a Charge/Mortgage of Land signed August 13, 2010 and registered in the York Land Titles Office (No. 65) on August 16, 2010 as Instrument No. YR1534099.
3. The total amount of the indebtedness secured by the security is \$1,000,597.20 as at the 18th day of October 2018.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consent to an earlier enforcement.

DATED at the City of Toronto, this 18th
day of October 2018.

BUDUCHNIST CREDIT UNION LIMITED
by its solicitors
DENTONS CANADA, LLP

Per: 
Alexandra North
77 King Street West
Suite 400
Toronto, Ontario M5K 0A1
T: (416) 863-4412
F: (416) 863-4592

CONSENT AND WAIVER

THE UNDERSIGNED hereby:

1. Acknowledges receipt of the Notice herein;
2. Waives the ten days of notice required under section 244 of the *Bankruptcy and Insolvency Act* (Canada); and
3. Consents to the immediate enforcement by Buduchnist Credit Union Limited of the Security referred to herein.

DATED this ___ day of _____, 2018.

WITNESS

SANDRA DEMARIA

**NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) Bankruptcy and Insolvency Act)**

TO: Carlo Demaria, an insolvent person
211 Woodland Acres Crescent
Vaughan, Ontario L6A 1G1

TAKE NOTICE THAT:

1. Buduchnist Credit Union Limited, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

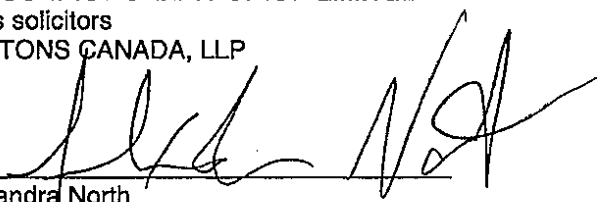
PIN No. 03342-0025 (LT)
PCL 23-1 SEC M1732; LT 23 PL M1732; S/T LT135993; Vaughan
Province of Ontario
York Land Titles Office (No. 65)

Municipally known as 211 Woodland Acres Crescent, Vaughan, Ontario

2. The security that is to be enforced is in the form of:
 - (a) a Charge/Mortgage of Land signed August 13, 2010 and registered in the York Land Titles Office (No. 65) on August 16, 2010 as Instrument No. YR1534099.
3. The total amount of the indebtedness secured by the security is \$1,000,597.20 as at the 18th day of October 2018.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consent to an earlier enforcement.

DATED at the City of Toronto, this 18th
day of October 2018.

BUDUCHNIST CREDIT UNION LIMITED
by its solicitors
DENTONS CANADA, LLP

Per: 
Alexandra North
77 King Street West
Suite 400
Toronto, Ontario M5K 0A1
T: (416) 863-4412
F: (416) 863-4592

CONSENT AND WAIVER

THE UNDERSIGNED hereby:

1. Acknowledges receipt of the Notice herein;
2. Waives the ten days of notice required under section 244 of the *Bankruptcy and Insolvency Act* (Canada); and
3. Consents to the immediate enforcement by Buduchnist Credit Union Limited of the Security referred to herein.

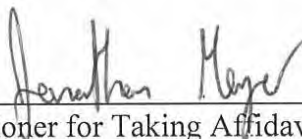
DATED this ____ day of _____, 2018.

WITNESS

CARLO DEMARIA

TAB FF

THIS IS EXHIBIT "FF" REFERRED TO IN THE
AFFIDAVIT OF OKSANA PROCIUK SWORN
BEFORE ME THIS 6th DAY OF NOVEMBER, 2018.



A Commissioner for Taking Affidavits, etc.

Jonathan Elan Meyer,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires April 21, 2020.

October 18, 2018

File No.: 225876-11

**DELIVERED VIA REGISTERED MAIL
DELIVERED VIA COURIER
DELIVERED VIA REGULAR MAIL
DELIVERED VIA EMAIL**

Vicar Homes Ltd.
c/o 211 Woodland Acres Crescent
Vaughan, Ontario L6A 1G1

Attention: Carlo Demaria

RE: Indebtedness of Vicar Homes Ltd. (the "Borrower") pursuant to a loan made by Buduchnist Credit Union Limited (the "Lender") in the original principal amount of \$1,000,000.00, as subsequently increased (the "Loan")

Please be advised that we are counsel to the Lender in connection with the indebtedness and liability owing by the Borrower to the Lender in respect of the Loan.

In this regard, reference is made to the following agreements:

- A. Line of Credit Mortgage Loan Agreement dated April 1, 2015 between the Lender, the Borrower, and Carlo Demaria as guarantor; and
- B. General Security Agreement dated April 1, 2015, granted by Vicar Homes Ltd. (the "GSA").

The Borrower is in default under the terms of the agreements since November 2, 2017 for non payment of the Loan and such default entitles the Lender to accelerate the Loan together with interest thereon such that it is immediately due and payable. The GSA also entitles the Lender to take steps to enforce the security granted to it thereunder.

The Lender hereby demands repayment of all amounts due and owing by the Borrower to the Lender under the foregoing agreements, namely the amount of \$2,193,675.69 as at October 18, 2018 (the "Indebtedness") plus all accruing costs and expenses. The Indebtedness consists of \$2,187,440.33 in outstanding principal as at October 18, 2018 and \$6,235.36 of accrued interest as of October 18, 2018. Please note that the Loan will continue to accrue interest at the daily rate of \$346.41 and the Lender will continue to incur costs and expenses, for which the Borrower will be responsible, until payment of all


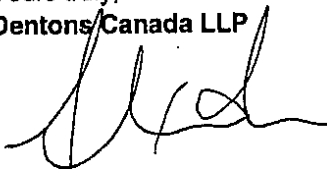
amounts hereunder is received by the Lender. Payment may be made by way of certified cheque or bank draft payable to Buduchnist Credit Union Limited and delivered to 2280 Bloor Street West, Toronto, Ontario, M6S 1N9, attention Roman Sharanewych.

If full payment, as set forth herein, is not received by the close of business on October 31, 2018, the Lender will take whatever steps it deems appropriate to seek repayment of the said amount. To this end, we enclose for service upon you a Notice of Intention to Enforce Security in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada) (the "**Notice of Intention**"). If you are prepared to waive the ten day notice period in the Notice of Intention, please endorse the Consent and Waiver located on page two of the Notice of Intention and return to the undersigned as soon as possible.

Please note that the Lender reserves the right to proceed against you prior to the time stipulated herein in the event that the Lender determines that its position is further jeopardized.

If you have any questions or concerns, please contact the undersigned.

Yours truly,
Dentons/Canada LLP



Alexandra North

E. & O.E.

cc: Buduchnist Credit Union Limited
Carlo Demaria and Sandra Demaria

**NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) Bankruptcy and Insolvency Act)**

TO: Vicar Homes Ltd., an insolvent corporation
211 Woodland Acres Crescent
Vaughan, Ontario L6A 1G1

TAKE NOTICE THAT:

1. Buduchnist Credit Union Limited, a secured creditor, intends to enforce its security on the property of the insolvent corporation described below:

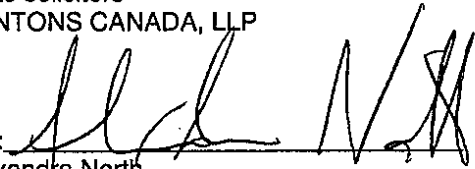
PIN No. 03342-0025 (LT)
PCL 23-1 SEC M1732; LT 23 PL M1732; S/T LT135993; Vaughan
Province of Ontario
York Land Titles Office (No. 65)

Municipally known as 211 Woodland Acres Crescent, Vaughan, Ontario

2. The security that is to be enforced is in the form of a General Security Agreement signed April 1, 2015.
3. The total amount of the indebtedness secured by the security is \$2,193,675.69 as at the 18th day of October 2018.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent corporation consents to an earlier enforcement.

DATED at the City of Toronto, this 18th
day of October 2018.

BUDUCHNIST CREDIT UNION LIMITED
by its solicitors
DENTONS CANADA, LLP

Per: 

Alexandra North
77 King Street West
Suite 400
Toronto, Ontario M5K 0A1
T: (416) 863-4412
F: (416) 863-4592

CONSENT AND WAIVER

THE UNDERSIGNED hereby:

1. Acknowledges receipt of the Notice herein;
2. Waives the ten days of notice required under section 244 of the *Bankruptcy and Insolvency Act* (Canada); and
3. Consents to the immediate enforcement by Buduchnist Credit Union Limited of the Security referred to herein.

DATED this ____ day of _____, 2018.

VICAR HOMES LTD.

Per: _____
Name:
Title:

October 18, 2018

File No.: 225876-11

**DELIVERED VIA REGISTERED MAIL
DELIVERED VIA COURIER
DELIVERED VIA REGULAR MAIL
DELIVERED VIA EMAIL**

Carlo Demaria and Sandra Demaria
211 Woodland Acres Crescent
Vaughan, Ontario L6A 1G1

ATTENTION: Carlo Demaria and Sandra Demaria

RE: Guarantee of indebtedness of Vicar Homes Ltd. (the "Borrower") to Buduchnist Credit Union Limited (the "Lender") secured by real property municipally known as 211 Woodland Acres Crescent, Vaughan, Ontario (the "Property")

We are counsel to the Lender in connection with a loan made by the Lender to the Borrower in the original principal amount of \$1,000,000, as subsequently increased (the "Loan") pursuant to a Line of Credit Mortgage Loan Agreement dated April 1, 2015, between the Borrower, Carlo Demaria (the "Guarantor"), as guarantor, and the Lender (the "Loan Agreement").

Pursuant to a Guarantee and Postponement Agreement dated April 1, 2015 (the "Guarantee"), the Guarantor agreed to guarantee the Borrower's obligations to the Lender, up to \$1,000,000, plus interest on such amount howsoever incurred, which shall accrue from the date of this demand in accordance with section 1 of the Guarantee.

As security for the obligations under the Guarantee, a charge/mortgage was granted over the Property legally described as Parcel 23-1 SEC M1732; LT 23 PL M1732;S/T LT135993; Vaughan; registered as instrument number YR1920510 with the Land Registry Office in the Land Titles Division of York Region (#65).

Please be advised that the Borrower is in default of the Loan Agreement for failing to make payments on account of the Loan. The Lender has issued a demand letter to the Borrower as of the date hereof (the "Demand Letter") notifying it of the default and demanding immediate repayment of all indebtedness outstanding under the Loan Agreement in the amount of \$2,193,675.69 as at October 18, 2018 (the "Indebtedness"), plus all accruing interests and costs. A copy of the Demand Letter is enclosed.

Pursuant to the Guarantee, and specifically section 8 thereof, the Guarantor agreed to guarantee all of the obligations of the Borrower to the Lender including, without limitation, in connection with the Loan. The Guarantor has also agreed, pursuant to section 11 of the Guarantee, to make payments to the Lender on account of the Borrower's indebtedness.

The Lender hereby demands repayment of the Indebtedness up to the amount of \$2,193,675.69, plus interest from the date hereof, in accordance with the Guarantee. Payment may be made by way of

certified cheque or bank draft payable to Buduchnist Credit Union Limited and delivered to 2280 Bloor Street West, Toronto, Ontario, M6S 1N9, attention Roman Sharanewych.

If full payment, as set forth herein, is not received by the close of business on October 31, 2018, the Lender will take whatever steps it deems appropriate to seek repayment of the said amount. To this end, we enclose for service upon the Guarantor a Notice of Intention to Enforce Security in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada) (the "**Notice of Intention**"). If the Guarantor is prepared to waive the ten day notice period in the Notice of Intention, please endorse the Consent and Waiver located on page two of the Notice of Intention and return to the undersigned as soon as possible.

If you have any questions or concerns, please contact the undersigned.

Yours truly,

DENTONS CANADA LLP


Alexandra North

cc: Buduchnist Credit Union Limited

Enclosures

October 18, 2018

File No.: 225876-11

**DELIVERED VIA REGISTERED MAIL
DELIVERED VIA COURIER
DELIVERED VIA REGULAR MAIL
DELIVERED VIA EMAIL**

Vicar Homes Ltd.
c/o 211 Woodland Acres Crescent
Vaughan, Ontario L6A 1G1

Attention: Carlo Demaria

RE: Indebtedness of Vicar Homes Ltd. (the "Borrower") pursuant to a loan made by Buduchnist Credit Union Limited (the "Lender") in the original principal amount of \$1,000,000.00, as subsequently increased (the "Loan")

Please be advised that we are counsel to the Lender in connection with the indebtedness and liability owing by the Borrower to the Lender in respect of the Loan.

In this regard, reference is made to the following agreements:

- A. Line of Credit Mortgage Loan Agreement dated April 1, 2015 between the Lender, the Borrower, and Carlo Demaria as guarantor; and
- B. General Security Agreement dated April 1, 2015, granted by Vicar Homes Ltd. (the "GSA").

The Borrower is in default under the terms of the agreements since November 2, 2017 for non payment of the Loan and such default entitles the Lender to accelerate the Loan together with interest thereon such that it is immediately due and payable. The GSA also entitles the Lender to take steps to enforce the security granted to it thereunder.

The Lender hereby demands repayment of all amounts due and owing by the Borrower to the Lender under the foregoing agreements, namely the amount of \$2,193,675.69 as at October 18, 2018 (the "Indebtedness") plus all accruing costs and expenses. The Indebtedness consists of \$2,187,440.33 in outstanding principal as at October 18, 2018 and \$6,235.36 of accrued interest as of October 18, 2018. Please note that the Loan will continue to accrue interest at the daily rate of \$346.41 and the Lender will continue to incur costs and expenses, for which the Borrower will be responsible, until payment of all

amounts hereunder is received by the Lender. Payment may be made by way of certified cheque or bank draft payable to Buduchnist Credit Union Limited and delivered to 2280 Bloor Street West, Toronto, Ontario, M6S 1N9, attention Roman Sharanewych.

If full payment, as set forth herein, is not received by the close of business on October 31, 2018, the Lender will take whatever steps it deems appropriate to seek repayment of the said amount. To this end, we enclose for service upon you a Notice of Intention to Enforce Security in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada) (the "Notice of Intention"). If you are prepared to waive the ten day notice period in the Notice of Intention, please endorse the Consent and Waiver located on page two of the Notice of Intention and return to the undersigned as soon as possible.

Please note that the Lender reserves the right to proceed against you prior to the time stipulated herein in the event that the Lender determines that its position is further jeopardized.

If you have any questions or concerns, please contact the undersigned.

Yours truly,
Dentons Canada LLP



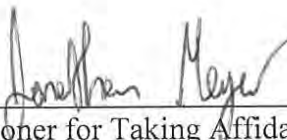
Alexandra North

E. & O.E.

cc: Buduchnist Credit Union Limited
Carlo Demaria and Sandra Demaria

TAB GG

THIS IS EXHIBIT "GG" REFERRED TO IN THE
AFFIDAVIT OF OKSANA PROCIUK SWORN
BEFORE ME THIS 6th DAY OF NOVEMBER, 2018.



A Commissioner for Taking Affidavits, etc.

Jonathan Elan Meyer,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires April 21, 2020.

October 9, 2015

SASI MACH Limited
 211 Woodland Acres Cres
 Vaughan, ON Canada L6A 1G1

Sandra Demaria
 211 Woodland Acres Cres
 Vaughan, ON Canada L6A 1G1

Dear Member:

Re: Commercial Credit Facility

We are pleased to advise that Buduchnist Credit Union Limited has agreed to provide you with a credit facility (the "Loan") upon the terms and conditions set out in this letter and in the attached Schedule(s) (collectively, this "commitment letter"). Please note that all amounts are in Canadian Dollars unless otherwise specified herein.

LENDER: Buduchnist Credit Union Limited
 ("BCU")

BORROWER: SASI MACH Limited
 (collectively, "you" or the "Borrower")
Address: 211 Woodland Acres Cres
 Vaughan, ON Canada L6A 1G1

GUARANTOR: Sandra Demaria
 (collectively, the "Guarantor")
Address: 211 Woodland Acres Cres
 Vaughan, ON Canada L6A 1G1

LOAN AMOUNT: \$525,000.00

LOAN TYPE: Commercial 1st mortgage loan

LOAN PURPOSE: The proceeds of the Loan will be used to complete the purchase of 506 Wilson Heights Boulevard Toronto, ON

LOAN INTEREST RATE: 3.75% per annum fixed for the term, calculated and compounded semi-annually not in advance, both before and after maturity, default and judgment.

AMORTIZATION: 25 years

LOAN TERM: 1 year from the date of advance / or October 14, 2016


The Loan Term shall commence on the date funds are advanced. The Loan plus interest shall mature and become due and payable on the earlier of: (i) the end of the Loan Term, and (ii) a demand by BCU upon the occurrence or continuation of a default under this commitment letter or Security (such earlier date being the "maturity").


DATE OF ADVANCE: Subject to the terms of this commitment letter, the Loan shall be advanced on or before October 14, 2015.

If this Loan is for purposes of financing construction, then it shall be advanced in stages at such times and subject to additional provisions, all of which are set out in a Schedule attached to this commitment letter.

If all or part of the Loan is advanced into BCU's lawyer's trust account as a result of verbal or written request or concurrence of the Borrower or their solicitor and are not subsequently disbursed for any reason, then you shall pay BCU interest accrued on the amount so advanced to BCU's lawyer at the rate provided herein.

REPAYMENT: Interest will accrue from the date that funds are advanced under the Loan.

Initials of BCU 

Initials of Borrower 

Initials of Guarantor 

Payment of principal and interest in the amount of \$2,690.92 shall be paid by you monthly during the term of the Loan, commencing one month following the date that funds are advanced under the Loan and each month thereafter, and the balance of interest and principal shall be due and payable in full on maturity.

PREPAYMENT: Closed - The Loan shall be closed to repayment, except in accordance with the prepayment penalty set out in Schedule B

SPECIAL CONDITIONS: N/A

SET OFF: All payments pursuant to the Loan shall be made without set-off, compensation or counterclaim, free and clear of, and exempt from, and without any deduction for or on account of any taxes. All payments received by BCU will first be applied to any interest in arrears, then to the interest, and finally to the principal.

PAYMENTS: As a member of BCU, you are required to maintain one or more bank accounts with BCU. Prior to any advance being made under the Loan, you will provide BCU with authorization to withdraw the monthly amount due under the Loan from any of your bank accounts with BCU. BCU may require you to provide BCU with an Automatic Funds Transfer Authority in this regard.

All payments must be available for withdrawal by not later than 2:00 p.m. on a regular banking day or you will be required to pay interest to BCU on the amount paid to the next regular banking date.

DOCUMENTATION & SECURITY:

BCU may require that the Loan be evidenced by a promissory note and/or a commercial line of credit agreement substantially incorporating the terms and conditions of this commitment letter, with or without additional detail.

The security for the Loan (the "Security") shall be as follows:

- a) a First fixed and specific mortgage and charge (the "Mortgage") of the legal and beneficial interests of the Borrower in the amount of on the freehold property known municipally as 506 Wilson Heights Blvd. Toronto, ON, (the "Property") together with Standard Charge Terms 200033, as may be amended in order to comply with BCU's requirements herein;
- a) if the Property is leased, a First general assignment of rents and leases from the Property upon terms that you shall not, without BCU's written approval, accept rent more than 30 days in advance, amend leases or accept surrender of leases, and that until default under the Loan, permit you to continue to receive rents and revenues - secured by registration against title to the Property and pursuant to the Personal Property Security Act ("PPSA");
- b) if the Property is leased, a specific acknowledged assignment of leases, if required by BCU - secured by registration against title to the Property and pursuant to the PPSA;
- c) a site specific general security agreement comprising a First security interest on the personal property now or hereafter situate on, used in connection with or arising from the Property, including, without limitation, accounts receivable - secured by registration pursuant to the PPSA;
- d) a postponement of all shareholder and related party claims in BCU's favour concerning the Borrower;
- e) if this Loan is for purposes of financing construction, an assignment of your rights and interests (but not your obligations) in all construction and other contracts, plans, specifications, working drawings, budget and schedules for the provision of materials, equipment and services to the Property in connection with the construction thereon, if applicable;
- f) personal guarantees from each Guarantor together with an assignment and postponement of claims;

Initials of BCU AO

Initials of Borrower [Signature]

Initials of Guarantor [Signature]

- g) a covenant from the Borrower not to further encumber, charge, pledge, transfer, convey or assign any interest in the Property without BCU's prior written consent, which consent may be unreasonably or arbitrarily withheld;
- h) An assignment of insurance proceeds (along with evidence of insurance)

In addition to the foregoing security, you may be required to provide further or additional security, certificates of independent legal advice, officer's certificates, legal opinions, title opinions and other supporting documentation as may be required by BCU or its lawyer.

Each Guarantor shall obtain independent legal advice if it is required by BCU or its lawyer.

Neither preparation nor registration of any of the Security shall bind BCU to advance funds until all conditions contained in this commitment letter have been satisfied by you in BCU's sole opinion.

All documentation shall be in the form prepared by BCU or its lawyer and must in all respects be satisfactory to BCU and its lawyer in their absolute discretion. BCU's lawyer in this transaction is:

Burych Lawyers
 204-89 Queensway W.
 Mississauga, Ontario
 L5B 2V2
 T: 905-896-8600
 F: 905-896-9757


For any Loan transaction less than \$1,000,000.00, BCU may (in its sole discretion) allow the said lawyer to act for both you and BCU; however, BCU's lawyer must act exclusively on BCU's behalf in connection with any Loan transaction in excess of \$1,000,000.00.


REPORTS / FINANCIAL INFORMATION:

During the term of the Loan, within 90 days of your fiscal year end as well as within 30 days of receipt of BCU's written request, you shall provide all information requested by BCU, including but not limited to the following:

- a) Annual financial statements;
- a) operating statements relating specifically to the Property for the fiscal year requested including without limitation realty taxes, construction (including the construction budget), repair and maintenance, utilities, management costs, tenant inducements and sales and leasing commissions, as applicable;
- b) a property tax receipt indicating that realty taxes are paid;
- c) if the Property is a leased, a current rent roll for the Property showing, among other things, the area and location leased, annual payment (specifying gross or net), recovered amounts, any revenue escalation entitlement and/or leasing inducements, as well as expiry date and renewal options for each lease;
- d) copies of signed in the past year or amendments to leases previously provided to BCU; any new leases
- e) full copies of personal income tax return and notice of assessment and updated signed Personal Net Worth Statement for each Guarantor upon request; and
- f) a copy of the current insurance policy.

Upon BCU's request, you and/or the Guarantor shall provide to BCU such further reports or statements as may be reasonably required from time to time by BCU.

Initials of BCU 

Initials of Borrower 

Initials of Guarantor 

Failure to provide any statement when due or within 30 days of a written request will constitute a default under this commitment letter and under the Security.

LEASES:

If the Property is leased, then you represent and warrant to BCU that the Property is leased on the terms and for the rents set out in Schedule A to this commitment letter and that no payment by anticipation was, or will be, accepted with respect to these leases and any future leases affecting the Property. You will at BCU's request, provide executed copies of such leases and all future leases and all amendments and renewals.

You agree that any future non-residential lease with a minimum leasable area in excess of 20% of the rentable area of building(s) on the Property or where the revenue from such lease will be in excess of 20% of the gross income from the Property (a "Major Lease") shall be on terms acceptable to BCU, acting reasonably. At the time of advance each tenant must be in possession of the whole of its leased premises, be carrying on business thereupon, be paying rent pursuant to the terms of the lease, and you and the tenant shall otherwise have performed all your respective obligations contained in the lease. You agree you shall not, without BCU's prior written consent, terminate any present or future Major Lease, nor amend any of them in a way which, in BCU's opinion, acting reasonably, would adversely affect BCU's rights under the Security. You also agree to advise BCU if any of the following occur with respect to a Major Lease:

- (i) default by either you or the tenant;
- (ii) bankruptcy or insolvency of the tenant;
- (iii) non-renewal;
- (iv) vacancy of the premises;
- (v) termination of the lease;
- (vi) a subletting of all or part of the premises; or
- (vii) any material adverse change.

TAXES:

All realty taxes, water accounts and local improvement assessments (collectively, "Taxes") pertaining to the Property are to be paid directly by you to the municipality when due and you shall provide BCU with receipted copies of the Tax bills for the Property or other evidence of payment of Taxes satisfactory to BCU within 60 days after the same has become payable. If at any time you do not pay any Taxes when due or fail to provide BCU with copies of your receipted Tax bills or other satisfactory evidence of payment, BCU may, but is not obligated to, pay these Taxes and you shall repay BCU, on demand, any amount so paid. Any amount paid by BCU and remaining unpaid by you shall bear interest at the rate set out in this commitment letter.

**CONDITIONS
PRECEDENT TO
ADVANCE:**

BCU's obligation to advance the whole or any part of the Loan is conditional upon receipt by BCU or its lawyer of the following, all in form and substance satisfactory to BCU or its lawyer:

- a) duly executed copy of this commitment letter, on or before the time indicated in the section of this commitment letter entitled "Acceptance";
- a) duly executed promissory note and/or a commercial line of credit agreement, where required by BCU;
- b) appraisal of the Property directed to BCU and satisfactory to us in BCU's sole opinion;
- c) inspection report of the Property, where required by BCU;
- d) phase 1 environmental assessment of the Property addressed to BCU, where required by BCU;
- e) construction lien holdbacks to be held by BCU or by its lawyer, if applicable;
- f) environmental indemnity agreement;

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Initials of Guarantor



- g) title insurance from a title insurer in Ontario acceptable to BCU;
- h) duly executed copies of the Security and evidence of registration of same, in the manner and with the priorities required by BCU, in all appropriate governmental offices together with satisfactory report from BCU's lawyer in this regard;
- i) certificate of insurance coverage pursuant to policies as required under the terms hereof, satisfactory to BCU and its lawyer; all losses will be payable to the parties as their interests may appear and the standard mortgage endorsements must be contained as part of the insurance policy – the insurance policy may at BCU's option be reviewed by an insurance consultant satisfactory to BCU, the cost of which shall be borne by the Borrower;
- j) original up-to-date survey of the Property prepared by a qualified land surveyor; such survey must show the boundaries and dimensions of the Property, the location of all rights-of-way and easements, the location of all entrances and exits to and from the Property, the locations and dimensions of all parking areas of the Property and the location of all buildings and other improvements situate on the Property at the date of your acceptance of this commitment letter and the distances of all such buildings and improvements from all lot lines, and the information disclosed by such survey must be acceptable to BCU in BCU's absolute discretion; if you do not have an original up-to-date survey of the Property as described above, title insurance from an acceptable title insurer in Ontario will be required;
- k) evidence of payment of Taxes, water and other assessments and sums due and owing in respect of the Property;
- l) evidence of compliance with all applicable laws, by-laws and governmental and municipal regulations, orders or requirements including, without limitation, those dealing with planning, zoning, use, occupancy, environmental matters or fire including, without limitation, all requirements under any applicable fire retrofit provisions, and that there are no outstanding work orders, deficiency notices or like violations outstanding against the Property - note: title insurance from an acceptable title insurer in Ontario may be obtained in lieu of a building and zoning certificate, if coverage is available in the place of same;
- m) the Borrower to have good title on closing in accordance with the terms of this commitment letter; there shall be no other encumbrances or liens registered against the Property or Sheriff's executions against the Borrower or Guarantor, save and except as provided for in this commitment letter;
- n) statutory declaration from a director or senior officer of the Borrower having personal knowledge of the Loan that (i) the representations and warranties contained in this commitment letter on the part of the Borrower are true and correct in all material respects, and (ii) a statutory declaration from a director or senior officer of the Borrower that the Borrower's covenants contained in this commitment letter have been complied with;
- o) certified true and complete copies of all such documentation as BCU or its lawyer may require with respect to the constitution, organization and ownership structure of the Borrower;
- p) directors' resolutions, certificates of officers and opinions of counsel as to the corporate Borrower and any Guarantor, confirming corporate capacity to enter in this commitment agreement and the Loan and the due authorization, execution, delivery, enforceability and priority of the Security, as may be required by BCU, if applicable;
- q) fully signed copies of the leases for the Property, if applicable - for those leases where a Notice of Lease has been registered against the title to the Property, the Borrower shall obtain postponement agreements subordinating said tenant's interest in the Property to the Security;
- r) if the Property is leased, tenant acknowledgements from all existing tenants at the Property in a form satisfactory to BCU and its lawyer;

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Initials of Guarantor

- s) satisfactory evidence that the Borrower has obtained all applicable permits/certificates and is in compliance with all relevant regulatory requirements, if applicable;
- t) a non-merger agreement;
- u) membership in BCU of the Borrower and principal shareholders and Guarantor is in good standing;
- v) the Borrower and Guarantor are not in default of any of the terms, conditions, covenants, representations, warranties contained in this commitment letter and the Security;
- w) Notice to Reader Financial statements for the last 1 (one) years of operation of the Borrower and/or Guarantor;
- x) any other information and documentation as BCU or its lawyer may reasonably request, all in a form satisfactory to BCU and its lawyer.

BCU may waive any condition precedent to advancing funds; however, such waiver shall not prejudice any subsequent enforcement of the condition.

**RIGHT OF
TERMINATION:**

BCU shall have the right to terminate its agreement to provide the Loan to you and be relieved of all obligations in connection therewith in the event any of the following events occur at any time either prior to or after the time of the advance of the Loan hereunder:

- a) you fail or are unable or unwilling for any reason whatsoever to comply with any of the terms and conditions set out in this commitment letter or the Security within the time indicated for such compliance;
- a) you fail or refuse to execute and deliver any documentation required by this commitment letter or requested by BCU or its lawyer in connection herewith;
- b) you refuse to accept the Loan funds when advanced;
- c) if the Loan is not advanced on or before unless there is an agreement between you, the Guarantor and BCU to extend the time to advance the Loan;
- d) you or any Guarantor or any tenant of the Property with a Major Lease shall become insolvent or bankrupt, or subject to proceedings under the Companies' Creditors Arrangement Act or other similar legislation, or subject to any other bankruptcy, receivership, insolvency, winding-up or other similar proceedings, whether voluntary or involuntary;
- e) there has been in BCU's sole opinion a material adverse change in, or development likely to have a material adverse effect on, the condition (financial or otherwise) of the operation, business, properties, prospects or capitalization of the Borrower or in the actual or anticipated revenues of the Property, or a lease has been amended or terminated without BCU's prior written consent, or any event has occurred that could reasonably be expected to result in any of the foregoing;
- f) BCU is advised of or is made aware that any material containing substances considered harmful by BCU has been used, or will be used in the Property, or there is in, on or about the Property any product or substance (including PCB's), contaminants or hazardous materials, equipment, or any other thing which, in BCU's opinion, constitutes or may constitute an environmental hazard or contravenes any environmental law, regulation, order or directive;
- g) if applicable, you have not complied with all the provisions of applicable provincial construction legislation to BCU or its lawyer satisfaction or you have not paid any sum or complied with any obligation that may confer right on a third party in respect of the Property or in the actual or anticipated revenues from the Property;

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- h) any covenant, representation or warranty made by you in this commitment letter or Security is not true and accurate as of the date of advance or subsequent to the date of advance becomes untrue or inaccurate;
- i) BCU or its lawyer is not satisfied with any of the matters set out in the section entitled "Title" in the attached Schedule B - Standard Loan Terms;
- j) you fail to remain a member in good standing of BCU while the Loan is outstanding; and
- k) if any person, including a federal, provincial or municipal authority, other than you, requires or claims from BCU the full or partial amount of any sums advanced hereunder.

If, in accordance with the foregoing, BCU elects to terminate BCU's agreement to provide the Loan to you, the amount advanced on the Loan, if any, together with interest thereon at the rate set out herein shall become immediately due and payable.

FEES / LEGAL COSTS: The Borrower shall be responsible for all fees and costs incurred by BCU in making the Loan funds available to the Borrower, including without limitation all appraisal costs, costs of environmental reports, cost of title insurance and legal costs incurred by BCU with respect to this Loan transaction and any ongoing administrative costs or expenses relating to maintaining and managing the Loan account and Security provided thereunder. Such costs may be deducted from the Loan advance. The said fees and disbursements are payable by you regardless of whether the Loan or any part thereof is advanced.

CREDIT BALANCES: The Borrower and/or the Guarantor authorize BCU (but BCU is not obligated) at any time without notice to apply the credit balance (whether or not then due) to which the Borrower and/or Guarantor are then beneficially entitled on any amount in or towards the satisfaction of obligations and liabilities of the Borrower and/or Guarantor due to BCU under this commitment letter or the Security.

AMENDMENT: No amendment or waiver of any provision of this commitment letter will be effective unless it is in writing and signed by the Borrower and an authorized officer of BCU. No failure or delay on the part of BCU in exercising any right or power hereunder shall operate as a waiver thereof. All other parties to this commitment letter hereby agree that the amendment or waiver of any provision of this commitment letter (other than agreements, covenants or representations expressly made by such other party hereunder, if any) may be made without and do not require the consent or agreement of, or notice to, such other parties.

TIME: Time is of the essence hereof.

ENFORCEABILITY: If any covenant or provision of the commitment letter or Security is illegal or unenforceable, it shall be considered separate and severable from the remaining covenants and provisions which shall remain in force and be binding as though such first mentioned covenant or provision had never been included.

GOVERNING LAW: The agreement constituted by your acceptance of this commitment letter and all documents and Security delivered in respect of same shall be governed by the laws of the Province of Ontario. The said agreement is subject to the terms and provisions as applicable of the *Credit Unions and Caisse Populaires Act* of Ontario.

SCHEDULES: The attached schedule(s) are incorporated into this commitment letter by reference and form a part hereof.

SURVIVAL: The terms, conditions, covenants, representations and warranties contained in this commitment letter shall, after acceptance by you, survive the execution and registration of the Security and advance of funds under the Loan and there shall be no merger of these provisions or conditions in the Mortgage or other Security notwithstanding any investigation made at any time by or on behalf of BCU or its lawyer; provided that in the event of any conflict between the provisions of this commitment letter and the provisions of the Security, BCU may elect, in BCU's sole discretion, which provisions shall prevail; provided further, that the

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inclusion of any term in the Security that is not set out in the commitment letter shall not be an inconsistency.

JOINT AND SEVERAL:

Unless otherwise provided for herein, where more than one person is liable as the Borrower or as a Guarantor or otherwise for any obligation under or pursuant to this commitment letter, then the liability of each such person for such obligation is joint and several with each other such person.

CREDIT REPORTING:

The Borrower and Guarantor consent to BCU obtaining from any credit reporting agency or from any person such information as BCU may require at any time, and consent to the disclosure at any time of any information concerning the Borrower and Guarantor to any credit grantor with whom the Borrower and Guarantor have financial relations or to any credit reporting agency.

CONFIDENTIALITY:

The Borrower and Guarantor shall not, directly or indirectly, disclose the contents of this commitment letter save and except to its professional advisors involved in this transaction.

FURTHER ASSURANCES:

The Borrower and Guarantor agree that, whether before or after default, they shall, at their own expense do, make, execute, or deliver, or cause to be done, made, executed or delivered all such further acts, documents and things in connection with this commitment letter or any documents as BCU may reasonably require from time to time for the purpose of giving effect to the documents, all immediately upon BCU's request, including, without limitation and to the extent not already provided for herein, for the purpose of facilitating the realization upon or enforcement of any security that BCU may hold at such time, all immediately upon BCU's request.

ASSIGNABILITY:

The Borrower and Guarantor may not assign any of their rights or obligations under this commitment letter or (unless specifically otherwise stated therein) under any other document. You agree that BCU may transfer and assign, without your consent and without notice to you, BCU's rights and obligations under this commitment letter, the Loan, the Security and any related documentation to any affiliate or other third party. BCU may also syndicate, securitize or grant participation interests in the Loan and Security and any related documentation, without your consent or notice to you. The Borrower and Guarantor agree that BCU may disclose confidential information relating to the Loan and Security, including any financial information provided by the Borrower and Guarantor at any time or otherwise relating to the Property and any plans, drawings or other documentation or information regarding the Property, to any associate or third party in connection with any of the transactions contemplated in this section.

SUCCESSORS:


This commitment letter shall, subject to the provisions herein, enure to the benefit of and be binding upon, the heirs, executors, administrators, personal representatives, successors and permitted assigns, as the case may be, of the Borrower and Guarantor.


EXECUTION BY FACSIMILE/PDF:


This commitment letter may be executed by the parties and delivered by facsimile transmission or by portable document format (PDF) and, if so executed and transmitted, this commitment letter shall be for all purposes as effective, valid and binding as if the parties had delivered and executed original copy of this commitment letter. The parties agree that this commitment letter may be executed and delivered in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

APPLICATION FEE:

A fee of Waived is payable at or before the time of your acceptance of this commitment letter to validate your acceptance hereof. This fee is non-refundable and shall have been earned by BCU at the time of acceptance as compensation for time, effort and expense incurred in processing, approving and providing this commitment letter, excluding all costs and fees referred to herein.

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**CAPTIONS,
HEADINGS, ETC.:**

The captions, headings and sub-divisions of this commitment letter are for convenience of reference only and shall not affect the interpretation of any provision of this commitment letter.

**ENTIRE
AGREEMENT:**

This commitment letter and the agreements referred to herein constitute the entire agreement between the parties hereto and supersede any prior agreements, undertakings, declarations, representations and understandings, both written and verbal, in respect of the subject matter hereof.

DETERMINATION:

BCU shall have the right to determine at any time, and in its discretion reasonably exercised, as to whether any event, circumstance or thing envisaged in this commitment letter is or would be "material", "adverse" or "substantial", as such terms are used herein.

**USE OF LOAN
PROCEEDS BY
BORROWER:**

The Borrower covenants and agrees with BCU that the Borrower will not use the proceeds of the Loan for the benefit or on behalf of any Person other than the Borrower. "Person" includes an individual, a partnership, a joint venture, a trust, an unincorporated organization, a company, a corporation, an association and any other incorporated or unincorporated entity.

NOTICES:

Any notice, request, demand or other communication (a "notice") required or permitted to be given or made under or pursuant to this commitment letter shall be in writing and shall be deemed to be given or made if:

- (a) delivered in person (including by courier) during normal business hours on a business day and left with the recipient for notice delivered to individuals or a receptionist or other responsible employee of the recipient at the applicable address set forth on page 1 of this commitment letter in the case of a notice to a corporation; or
- (a) sent by prepaid registered mail addressed to BCU at the address shown on the face of this commitment letter, and in the case of the Borrower and Guarantor, at the addresses indicated on page 1 of this commitment letter.

Each notice sent in accordance with this paragraph shall be deemed to have been received:

- (a) in the case of personal delivery, if delivered before 5:00 p.m., on the day it was delivered; otherwise, on the first business day thereafter; or
- (a) in the case of mailing, on the third business day after it was mailed (excluding the day of mailing and each business day during which there existed any general interruption of postal services due to strike, lockout or other cause).

In the event of a postal strike, or in the event of interruption of mail service, then all notices must be delivered to the address set out, or other address, as may have been designated.

Any party may change its address for notice by giving notice to the other parties.

**BUSINESS DAY /
REGULAR BANKING
DAY:**

As used herein, (i) a "business day" shall mean any day other than a Saturday, or a Sunday, or a day that is a statutory holiday or civic holiday in Ontario, or a Ukrainian holiday, and (ii) "regular banking day" shall mean any day on which the main branch of BCU in Toronto is open for business.

ACCEPTANCE:

The terms of this commitment letter are open for acceptance by the Borrower and the Guarantor by executing the original of this commitment letter where indicated below and returning the original of this letter to BCU on or before 2:00 p.m. on October 9, 2015, after which date and time this commitment letter shall lapse and be of no further force or effect.

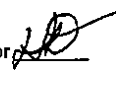
Initials of BCU



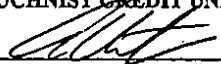
Initials of Borrower



Initials of Guarantor



Yours truly,
BUDUCHNIST CREDIT UNION LIMITED

Per: 

Name: Andrew Ostapchuk

Title: Branch Manager

I have authority to bind the Credit Union

The undersigned Borrower and Guarantor (if any) have read, understand and accept the terms and conditions of this commitment letter and acknowledge (i) receiving a copy of it, including all Schedules, and (ii) having had an opportunity to obtain independent legal representation or advice prior to signing this commitment letter. The undersigned Borrower and Guarantor (if any) authorize BCU to instruct its lawyer to prepare the Security.

ACCEPTED on the 9 day of October, 2015.

BORROWER(S):

SASI MACH Limited

Per: 

Name: Sandra Demaria


Title: President


I have authority to bind the Corporation

GUARANTOR(S):



Name: Sandra Demaria

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SCHEDULE "A"

(Leases)

(To be completed by the Borrower)

<u>Name of Lessee</u>	<u>Date of Lease</u>	<u>Term of Lease</u>	<u>Monthly Base Rent</u>	<u>Proportionate Share of Monthly Operating Costs</u>
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SCHEDULE B – STANDARD LOAN TERMS

Attached to and forming part of the commitment letter dated October 9, 2015 between Buduchnist Credit Union Limited, as Lender, and SASI MACH Limited as Borrower, and Sandra Demaria as Guarantor.

Title to Property

You are the registered owner of the Property and will have good and marketable title in fee simple to the Property, and you will be, as aforesaid, the legal owner of all personal property now or hereafter situate on the Property, and we will be First in priority in respect of the Property and all such personal property over all other encumbrances, leases, agreements of leases, restrictions, liens, assignments, easements and other rights or interests whatsoever to the full extent of the Loan, except for property taxes not yet due and payable, utility easements, and other similar rights which, in our opinion, will not in the aggregate materially and adversely impair the marketability of the Property or the use of the Property for which it is held and such other encumbrances to which we may in writing consent.

We may, at our option, require that all present and future non-residential leases of the Property be postponed by way of a registered postponement agreement in favour of our interest in the Property. You undertake to consult with us and to obtain our approval in writing prior to concluding any future non-residential lease for the Property in excess of 20% of the rentable area of building(s) on the Property or where the revenue from such lease will be in excess of 20% of the gross income from the Property.

The Property and all improvements thereon shall have been duly authorized and shall comply, in all respects, with all applicable laws, by-laws and government regulations, orders or requirements, whether federal, provincial or municipal, including, without restriction, those dealing with planning, zoning, use, occupancy, subdivision, parking, historical designation, fire, access, loading facilities, landscaped areas, pollution of the environment, toxic materials or other environmental hazards, building construction, public health and safety, and there shall be no outstanding work orders, deficiency notices or other like violations against the Property or the improvements or any part thereof.

You shall provide such certificates or other written confirmation as BCU or its lawyers may reasonably require, certifying that no control orders, stop orders or prosecutions exist with respect to the Property or any activity or operation carried out thereon pursuant to any federal, provincial, municipal or local environmental, health and safety laws or regulations as may apply to the Property or the activities or operations carried thereon.

Prepayment

The term of the Loan is stipulated in favour of BCU.

If the Loan is a fixed rate Loan, then:

- (a) You may prepay each calendar year without notice, bonus or penalty up to twenty (20%) per cent of the original principal amount of the Loan (the "Principal Amount"), provided (i) you are not in default of any of the terms or conditions of the Loan, (ii) any such prepayment is in an amount not less than \$1,000.00 and is made on a regular payment date, and (iii) you may not prepay on more than three (3) occasions during a calendar year. This prepayment privilege is not cumulative from year to year. If this prepayment privilege is not used in one year, it cannot be carried forward and used in a later year. This prepayment privilege does not apply in any calendar year if you, in the same calendar year, prepay the Principal Amount in full prior to maturity of the Loan, even if you have not yet used this prepayment privilege in that calendar year. This prepayment privilege cannot be used in combination with the prepayment privilege contained in subsection (b).
- (b) You may prepay at any time all or any part of the Principal Amount on payment of an amount equal to the greater of:
 - a. three (3) months' interest on the Principal Amount being prepaid at the interest rate in effect for the Loan at the time of such prepayment, and
 - b. the amount of interest determined pursuant to the following calculation (the "Interest Rate Differential Calculation"): the Principal Amount being prepaid multiplied by the difference between the interest rate in effect for the Loan at the time of such prepayment (the "Fixed Interest Rate") and BCU's then current non-discounted posted rate of interest for loans of the same type having a term to maturity that is closest to the remaining term to the maturity date of the Loan at the time of prepayment (the "Similar Mortgage Interest Rate"), for the remaining term of the Loan. The Interest Rate Differential Calculation will only be applied when the Fixed Interest Rate is higher than the Similar Mortgage Interest Rate. When you make a prepayment under this subsection (b) of the Principal Amount, any portion of the amount you are still entitled to prepay or which has been prepaid in the same calendar year under subsection (a) will not be deducted from the Principal Amount when the three (3)

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Initials of Guarantor SD

months' interest and the interest owing pursuant to the Interest Rate Differential Calculation is determined.

If you make a partial payment of the Principal Amount, you must continue to make the regular payments on the payment dates until the Loan is paid in full.

No other right of prepayment is available. You shall have no right of premature repayment except as provided above. You agree that any right of prepayment available pursuant to the provisions of any present or future law (including rights under section 10 of the *Interest Act* (Canada) and any similar provincial law) will not apply to this Loan and you waive any such right.

Insurance

You will maintain at all times the following insurance with respect to the Property:

- (a) all risk property insurance on a replacement cost basis (including fire, earthquake and flood coverage) with the Lender as loss payee;
- (b) boiler and machinery insurance for not less than the full replacement cost of such boilers, pressure vessels and other insurable objects;
- (c) business interruption or rental loss insurance for an indemnity period of not less than 12 months and with coverage of not less than 100% of the resulting loss of rent or other revenue received from the operation of the building situate on the Property;
- (d) comprehensive general liability (including cross liability and severability of interest clauses) insurance in an amount of not less than \$5,000,000 per occurrence naming us as an additional insured; and
- (e) such further coverage as we may consider necessary with respect to advancing the Loan.

The insurance policy(ies) will be:

- (a) endorsed to provide us with 30 days' prior written notice of cancellation, expiration or termination (for non-renewal or otherwise);
- (b) maintained with insurers licensed to do business in Canada and who are acceptable to us; and
- (c) endorsed to provide us with a revised certificate of insurance immediately upon renewal of or any amendment to the policy(ies).

The policy of insurance shall not include a percentage co-insurance endorsement other than a stated amount co-insurance endorsement for an amount for not less than the full replacement cost.

If you fail to comply with the insurance obligation herein, we may take out the insurance we deem adequate, and you shall pay to us, on demand, all sums we paid for the purpose plus accrued interest up to the reimbursement date at the rate payable under the commitment letter.

In the event of a loss, you shall immediately advise us and shall not undertake any repairs or renovations without our consent. We reserve the right to apply any insurance proceeds against the Loan, whether due or not, or to the full or partial payment of the reconstruction of the improvements erected on the Property without reducing, in either case, our rights hereunder.


Environmental Provisions


You represent and warrant that:


- (a) no environmental hazard, or circumstances which might give rise to an environmental hazard, exists on the Property or, to the best of your knowledge, on any adjacent land;
- (b) no claim, complaint or notice of any action or proceeding of any kind has been made or issued relating to an environmental hazard on the Property; and
- (c) the Property is being used in compliance with all applicable statutes, regulations, orders and by-laws relating to the protection of the environment.

You agree to give us immediate written notice of any change in circumstances which would make any of the foregoing representations untrue or materially affect our Security.

You covenant and agree that you will:

Initials of BCU 

Initials of Borrower 

Initials of Guarantor 

- (a) not create, nor allow anyone else to create, any environmental hazard on the Property;
- (b) take appropriate remedial action on the Property with respect to any violation of any applicable statute, regulation, order or by-law relating to the protection of the environment;
- (c) permit us at any time to conduct an environmental investigation in respect of the Property and will provide us with all information about the Property required by us from time to time to determine compliance with these environmental provisions; and
- (d) defend and indemnify us and our directors, offices, employees and agents against all liabilities, cost or damages arising out of any hazards caused by use of the Property by anyone or by contamination of or from the Property.

Default

In the event that the Borrower or any Guarantor do not perform or comply with any of the provisions of the commitment letter, including this schedule, or of the Security or any other agreement between you or any Guarantor and us relating to the Loan, such non-performance or failure to comply shall constitute a default under the terms of the commitment letter and the Security and we shall have the right to immediately demand payment of any amounts advanced, together with interest at the rate set out in the commitment letter, as well as any other amounts due under the commitment letter or the Security and the Security shall become immediately enforceable.

Further, in the event that any representation or warranty made by you to us in the commitment letter, including this schedule, or in the Security or any other agreement between you or any Guarantor and us relating to the Loan, becomes no longer true and accurate during the term of the Loan, we shall have the right to immediately demand payment of any amounts advanced, together with interest at the rate set out in the commitment letter, as well as any other amounts due under the commitment letter or the Security and the Security shall become immediately enforceable.

Due on Sale or Ownership Change

In the event you:

- (a) sell, convey, transfer, exchange, assign, or otherwise dispose of, or enter into any agreement for sale, transfer, exchange or other disposition of, the Property, or otherwise part with possession of the Property or any part thereof (be it a legal interest or a beneficial interest or both), to a purchaser, grantee or transferee not approved in writing by us, in our sole discretion, whether for valuable or nominal consideration, or
- (b) issue or sell, or permit the assignment or transfer by any means, including a transfer or deemed transfer by operation of law, of the legal or beneficial interest in all or any part of your capital stock (if you are a corporation), whether for valuable or nominal consideration, resulting in a change of your control, or there is otherwise a change of your control, unless the entire transaction or series of transactions resulting in the change of control have been approved, in writing by us, in our sole discretion,

then, at our option, you shall repay the unpaid principal balance of the Loan, all accrued interest thereon, any other monies owing hereunder required in the event of a prepayment.

Access to the Lands


We shall have the right at any reasonable time or times to fully inspect the interior and exterior of the Property and all building(s) thereon, so long as any monies remain outstanding under the Loan.


Subsequent Encumbrances

You agree that there will be no subsequent encumbrances on the Property or assets of the Borrower, save and except with our prior written consent.

Appointment of Receiver

In the event that you or any Guarantor shall be in default in the observance or performance of any of the terms, conditions, covenants or payments contained herein or in the Security, then we may, by notice in writing, appoint any person, whether an officer or employee of the Lender or not, to be a receiver of the Property and the rents and profits derived therefrom, and may remove the receiver so appointed and appoint another in his stead. The term "receiver" as used herein includes a receiver and manager. The following provisions shall apply to any such receiver:

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- (a) the receiver so appointed is conclusively your agent and you shall be solely responsible for the acts or defaults and for the remuneration and expenses of the receiver; we shall not be responsible in any way for any misconduct or negligence on the part of the receiver and may, from time to time, fix the remuneration of the receiver and be at liberty to direct the payment thereof from any proceeds collected;
- (b) nothing contained herein and nothing done by us or by the receiver shall render us a mortgagee in possession or responsible as such;
- (c) all monies received by the receiver, after providing for payments and charges ranking prior to the Loan and for all applicable costs, shall be applied in or towards satisfaction of the remaining monies payable under the Loan;
- (d) the receiver so appointed shall have power to:
 - i. take possession of the Property, collect rents and profits and realize upon additional or collateral security granted by you to us and for that purpose may take proceedings, be they legal or otherwise, in your name or otherwise,
 - ii. complete the construction of any uncompleted structure and carry on or concur in carrying on the business which you are conducting on and from the Property and for that purpose borrow money on the security of the Property in priority to the Loan, and
 - iii. lease all or any portion of the Property and for this purpose execute contracts in your name which contracts shall be binding upon you; and
- (e) the rights and powers conferred herein are supplemental to and not in substitution for any other rights which we may have from time to time or at any time.

Consent to Disclosure

You grant your consent (such grant to remain in force as long as the Loan is outstanding) to any governmental body or authority or other person having information relating to Harmonized Sales Tax ("HST"), payroll deductions or to any other amount required to be paid by you where the failure to pay such other amount could give rise to a claim ranking or capable of ranking in priority to the Security, and to release such information to us at any times upon our request. You agree to provide signed third party authorizations in support of the foregoing at any time upon our request, prior to or after disbursement of the Loan.

Parking Area

Any use of any parking area, other than strictly for the parking of vehicles, requires our prior written approval.


Expropriation


The entire proceeds from any expropriation affecting the whole or any part of the Property shall be paid to us in priority to the claims of any other party.


Lender Expenses and Administration Fees

You agree to pay all costs, charges and expenses incurred by us in connection with the operation or enforcement of the commitment letter or Security, or any amendment, extension, variation, discharge or renewal thereof, including, without limitation, costs of registration of financing statements or financing change statements and searches in connection therewith, periodic property inspections and property tax verifications and other similar costs, and any fees or charges of agents or other third parties retained by us for the purpose of conducting such activities on our behalf. In addition, you agree to pay our administration fees in connection with our administration of the Loan, including the provision of mortgage statements, provision of discharges, processing late payments and cheques or automatic debits which are dishonoured or not accepted by the financial institution, the amount of each such administration fee being a liquidated amount to cover administrative costs of the Loan and not a penalty. If you fail to pay any such costs, charges or expenses upon demand, the amount of the cost, charge or expense will be added to the outstanding principal amount of the Loan and shall be secured by the Security.

General Representations and Warranties


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The Borrower represents and warrants to the Lender (and the Borrower confirms that the Lender is relying on each such representations and warranties) as follows:

- (a) The Borrower shall pay punctually when due, any and all income taxes, other taxes, contributions, and deductions;
- (b) The Borrower is the legal and beneficial owner of the Property and the Borrower is not acting as a trustee or nominee of any party, and accordingly, no consent or authorization of any party or persons is necessary for the granting of the Security to be provided by the Borrower pursuant hereto;
- (c) The Borrower is not involved in any proceedings before any civil, criminal or administrative court or tribunal save as has been disclosed in writing to us and will not be a party to or involved in any proceeding before any civil, criminal or administrative court or tribunal the outcome of which may be materially prejudicial, in our sole and absolute discretion, to the Borrower;
- (d) The Borrower is not in default under any judgment, order, injunction, decree or decision of any court, office, arbitrator, commission or other similar authority save as had been disclosed in writing to us and will not be in such default the outcome of which may be materially prejudicial, in our sole and absolute discretion, to the Borrower;
- (e) There shall be no change in the legal or beneficial ownership of the Property;
- (f) The Borrower shall maintain and renew all your rights, privileges, powers, contracts, agreements, leases, licenses, franchises, permits and authorizations required for, or used in the court of, the Borrower's operations;
- (g) The Borrower shall remain in good standing with laws that can substantially impact on its operations in any applicable jurisdiction, and promptly take appropriate and adequate measures to correct any default;
- (h) The Borrower has the power and authority to execute and deliver this commitment letter and the Security, and the commitment letter and Security shall constitute when executed legally binding obligations of the Borrower enforceable in accordance with their respective terms;
- (i) No default has occurred or is continuing and no event or circumstance has occurred or is continuing which, with the giving of notice, lapse of time or otherwise, would constitute a default;
- (j) The Borrower is not in violation of any mortgage, deed of trust, indenture or other agreement or instrument, franchise, licence, judgment, decree, order, statute, rule or regulation relating in any way to the Borrower, to the operation of the businesses of the Borrower or to the Borrower's property or assets and which would have a material effect on the Borrower's condition, financial or otherwise;
- (k) No event has occurred which constitutes or which, with giving of notice, lapse of time or both, would constitute a material default under or in respect of any material agreement, undertaking or instrument in respect of indebtedness to which the Borrower is a party;
- (l) There is no material error or inaccuracy known to the Borrower that is contained in any document executed by the Borrower delivered to the Lender;
- (m) If the Borrower is a corporation,
 - a. the Borrower is duly incorporated and organized and validly existing in good standing under the laws of Ontario or Dominion of Canada, as the case may be, and has adequate power and authority and is duly licensed to carry on its businesses as presently conducted, own its properties, including the Property and to observe and perform its obligations under this commitment letter and Security;
 - b. the execution, delivery and performance of this commitment letter, the Security and the consummation of the transactions contemplated herein and therein do not and will not conflict with, result in any breach or violation of, or constitute a default under, the terms, conditions or provisions of the articles, by-laws, resolutions or shareholders' agreement of the Borrower, any law (including, without limitation, any applicable law relating to the giving of financial assistance), regulation, declaration, registration, judgment, decree or order binding on or applicable to the Borrower; and

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- (n) The Borrower shall indemnify and hold us harmless, including our directors, officers, employees, counsel, trustees, advisors and agents (each an "Indemnified Person") against and from all losses, damages, expenses, liabilities, penalties, judgments, suits, claims and disbursements which any Indemnified Person may suffer, sustain or incur by reason of any of the transactions contemplated herein.

All of the representations and warranties of the Borrower contained herein shall survive the execution and delivery of this commitment letter and the advance of the Loan, and shall continue to be effective until the termination of this commitment letter and repayment of the Loan in full, notwithstanding any investigation made at any time by or on behalf of the Lender.


Covenants:

The Borrower covenants and agrees with the Lender:

- (a) to perform and observe all terms, conditions, covenants, warranties and representations contained in any the commitment letter and any Security;
- (b) to maintain its corporate existence and to conduct its business in the normal course;
- (c) to maintain a debt service coverage (defined as net operating income before depreciation and interest divided by the total principal plus interest payments due under the Loan) of not less than 1.25:1, tested annually;
- (d) to promptly notify the Lender in writing of the occurrence of any event or circumstance which constitutes an default or would constitute a default but for the requirement that notice be given or time elapse or both and to provide to the Lender a detailed statement of a senior officer of the steps, if any, being taken to cure or remedy such default;
- (e) to pay or cause to be paid, as and when they become due and payable, (i) all taxes, rates, assessments and levies charged, levied, assessed or imposed upon them and upon the Property or any part thereof, and (ii) all lawful claims (including without limitation claims for labour, materials, supplies or services) which, if unpaid, might become a Lien (as defined below) upon or affecting the Security or any part thereof;
- (f) that it will not, without the prior written consent of the Lender, create, assume or permit to exist any mortgage, pledge, lien, security interest, lease, assignment or other charge or encumbrance (each a "Lien") ranking in priority to or pari passu with any item of the Security or subsequent in priority thereto with respect to all or any part of the property, assets and undertaking of the Borrower whether in respect of the Property or otherwise, other than the following:
- liens in favour of the Lender, whether over or in respect of the their property, assets and undertaking in relation to the Property or otherwise,
 - all restrictive covenants, licenses, easements, restrictions, and rights-of-way which will not in the aggregate materially and adversely impair the value or the use of the Property,
 - liens for taxes, rates and assessments not yet due, or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings,
 - zoning and building by-laws and ordinances, municipal by-laws and regulations which do not materially and adversely affect the Security, the value or the use of the Property,
 - title defects or irregularities which are of a minor nature and which in the aggregate will not materially affect the Security, the value or the use of the Property, and
 - reservations, limitations, provisos and conditions expressed in any original grant from the Crown which do not adversely impair the value or the use of the Property;
- (g) that in respect of the Security:
- to defend, at the expense of the Borrower, any and all Security against the claims and demands of all other parties claiming the same or an interest therein; and not to sell, exchange, transfer, lease or otherwise dispose of (with or without recourse) or deal with the Security or any interest therein, except if and to the extent as may be permitted by an applicable document or as otherwise provided in any prior written consent of the Lender given for the express purpose thereof,

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- b. to allow the Lender at any time to verify the existence and state of the Security in any manner the Lender sees fit, and to furnish all assistance and information and perform such acts as the Lender may reasonably request in connection therewith, and for such purpose, to grant to the Lender, or its agents, access to all places where the Security or any records of the Borrower concerning the Security may be located, and
- c. to do, execute, acknowledge and deliver such charges, mortgages, encumbrances, financing statements, pledges and hypothecations, assignments, transfers, documents, instruments, acts, matters and things as may be reasonably requested by the Lender with respect to the Security in order to give effect to the Loan and to preserve, protect perfect and otherwise maintain the Lender's security interests in respect thereof.

Residential Rental Properties

You represent and warrant that, with respect to the Property:

- (a) except as permitted under laws applicable to residential housing:
 - a. no demolition, conversion, renovation, repair or severance has taken place with respect to the Property, and
 - b. there have been no increases in the rental rate charged for any residential rental unit or units on the Property;
- (b) as provided in laws applicable to residential housing:
 - a. all rents charged with respect to the Property or any part thereof are lawful rents and all required rebates have been paid, and
 - b. all required filings have been made and were timely, accurate and complete; and
- (c) pursuant to laws applicable to residential housing:
 - a. no applications, investigations or proceedings have been commenced or made, and
 - b. there are no outstanding orders or decisions made by any ministry, board or commission with respect to the Property or any residential rental unit or units on the Property.

On or before the date of the first advance you agree to provide a statutory declaration, by an officer or director of the Borrower, that the above representations and warranties are true and correct. You agree to deliver to us on or before the date of the first advance all documents required to establish the legality of rents on the Property.

You authorize all government ministries, boards or commissions having jurisdiction over residential housing to release to BCU or its lawyer any and all information contained in their files.


You agree to comply with the provisions of all laws applicable to residential housing during the term of the Loan. In the event of a breach of this covenant or in the event that any of the representations and warranties contained in this provision are false, the outstanding principal amount and any accrued interest shall, at our option, become immediately due and payable.


Condominium Provisions


In addition to your obligations herein to insure the Property, in the event the Property is comprised of condominium units, you agree to provide to us, from time to time upon our request, evidence satisfactory to us that the condominium corporation (the "Condominium Corporation") incorporated to administer the condominium lands and buildings (the "Condominium") of which the Property is part keeps the condominium insured against all risks of direct physical loss or damage on a replacement cost basis for an amount equal to the full replacement value of the Condominium; provided that, if the Condominium Corporation neglects to keep the Condominium insured as aforesaid, we shall be entitled but shall not be obligated to insure the Condominium.

As a member of the Condominium Corporation, you agree to seek the full compliance by the Condominium Corporation with the requirement that the Condominium Corporation insure the Condominium; and you hereby release to us all your claims upon the Condominium Corporation, subject to the terms of the said insurance policy.

At all times and from time to time, you agree to observe and perform all duties and obligations imposed on you by legislation affecting condominiums and by the Declaration, the By-laws and the Rules and Regulations, as amended from time to time, of the Condominium Corporation, and by virtue of your ownership

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of the Property. Any breach of the said duties and obligations shall constitute a breach of covenant under the Loan,

Without limiting the generality of the foregoing, you agree to pay promptly when due any contributions to common expenses or any and all assessments as levied by the Condominium Corporation required of you as owner of the Property and in the event of default in doing so we, at our option, may pay the same and exercise all or any of its rights as provided for in the event of default herein whether or not any payment in default has priority to the Loan or any part of the monies secured. We may distrain for arrears of instalments and for payments arising under or pursuant to this clause.

You irrevocably authorize and empower us to exercise your rights as an owner of the Property to vote or to consent in all matters relating to the affairs of the Condominium Corporation provided that:

- (a) we may at any time or from time to time give notice in writing to you and the Condominium Corporation that we do not intend to exercise the right to vote or consent and, in that event, until we revoke the said notice, you may exercise the right to vote; any such notice may be for an undetermined period of time or for a limited period of time or for a specific meeting or matter; and
- (b) we shall not by virtue of the assignment to the Lender of the right to vote or consent be under any obligation to vote or consent or to protect your interests and the right to vote does not constitute us a mortgagee in possession.

You agree to advise the Condominium Corporation to send all notices to us and to immediately notify us of any breaches by the Condominium Corporation of which you become aware, in order that we may be kept fully informed. You agree to provide to us immediately upon your receipt thereof, copies of all financial and operating statements provided to you by the Condominium Corporation, including any reports on the reserves maintained by the Condominium Corporation.

Remedies Cumulative

Our rights and remedies under the commitment letter and each other agreement, document or instrument collateral thereto or executed in connection therewith are cumulative and are in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by us of any right or remedy for a default or breach of any term, covenant, condition or agreement therein contained shall not be deemed to be a waiver of or to alter, diminish, affect or prejudice any other right or remedy or other rights or remedies to which we may be lawfully entitled, whether for the same default or breach or otherwise. Any waiver by us of the strict observance, performance or compliance with any term, covenant, condition or agreement herein contained, and any indulgence granted by us, shall not be deemed to be a waiver of any subsequent default.

We have the right to partially or totally discharge and part or parts of the Security and to substitute other security therefor without impairing our ability to enforce our remaining or other security, and provided that we may in our absolute discretion determine what amount or amounts of money or substitute security shall be required to discharge any portion of the Security.

Interest on Interest

Interest shall be payable on all past due interest from the due date of such interest, at the interest rate applicable to the Loan as well before as after maturity, judgment or default. Any overdue interest shall be payable on demand.

Record of Indebtedness

We shall keep accounts showing the status of the Loan. We shall keep records of the sums borrowed, of principal and interest repayments and of all other sums due under this commitment letter. In the absence of manifest error, our records shall constitute conclusive evidence of your indebtedness to us hereunder.


Appraisals and Assessments


All appraisals, inspections, assessments and information with respect to the Property provided to us are provided only for the purpose of assisting us in determining whether to grant the Loan and the amount thereof, and no acceptance, use of or adoption of any such appraisal, inspection, assessment or information by us shall be construed as an agreement by us as to the value or soundness of the Property.

Payment of Amount Owning to Third Parties, including Government Authorities

During the term of the Loan, and any renewal or extension thereof, you will pay, when due, all amounts owing to any entity or governmental authority which, if unpaid, would give such entity recourse for such

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amounts ranking in priority to the Security and the failure to pay any such amounts, when due, will constitute a default under the Security.

Loan Purpose

For greater certainty, if you are an individual, you confirm that you are entering into this transaction primarily for business purposes and not for personal, family, household or farming purposes.

Prior Loans

All terms, conditions and security applicable to and in place for any previous loan facilities granted by the Lender to the Borrower will remain unchanged.

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MORTGAGE LOAN AGREEMENT

Closed Mortgage

DATE: October 9, 2015
ACCOUNT: 70459

In consideration of BUDUCHNIST CREDIT UNION LIMITED entering into a loan agreement with SASI MACH Limited and hereinafter called the Applicant(s), and in consideration of BUDUCHNIST CREDIT UNION LIMITED advancing funds secured by a mortgage and as a condition thereof, the Applicant(s) agree(s) that notwithstanding the rate of interest specified on the loan application being 3.75% per annum dated the 9 day of October, 2015 the board of directors of BUDUCHNIST CREDIT UNION LIMITED shall have the right to review the prevailing interest rates applicable to mortgage loans at maturity, namely, on or about the 15th day prior to maturity of the mortgage, to be effective on the maturity date of the mortgage.

The Applicant(s) hereby agree(s) that the terms of the review of the prevailing interest rates applicable to mortgage loans shall be included in the mortgage documents for registration.


The Applicant(s) hereby covenant(s) and agree(s) with BUDUCHNIST CREDIT UNION LIMITED that the Credit Union shall have the absolute right to further adjust the interest of the said loan in accordance with the prevailing interest rates for mortgage loans at that time but not to exceed the maximum rate of interest allowed by the Credit Union Act.

The loan Applicant(s) hereby covenant(s) and agree(s) with BUDUCHNIST CREDIT UNION LIMITED that this agreement is to form an integral part of his (her, their) application for a loan with BUDUCHNIST CREDIT UNION LIMITED.

SIGNED, SEALED and DELIVERED at Mississauga, ON.



Witness




SASI MACH Limited



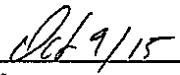
Date



Witness



Sandra Demaria - Guarantor

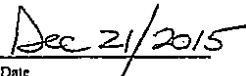


Date

Accepted By:



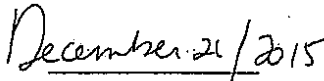
Oksana Prociuk - President & CEO



Date



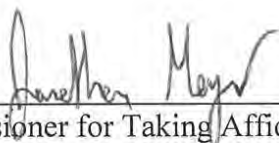
Chrystyna Bidiak - Assistant Corporate Secretary



Date

TAB HH

THIS IS EXHIBIT "HH" REFERRED TO IN THE
AFFIDAVIT OF OKSANA PROCIUK SWORN
BEFORE ME THIS 6th DAY OF NOVEMBER, 2018.



A Commissioner for Taking Affidavits, etc.

Jonathan Elan Meyer,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires April 21, 2020.

GUARANTEE and POSTPONEMENT OF CLAIM

TO: **BUDUCHNIST CREDIT UNION LIMITED** (hereinafter called the "Credit Union")

In Consideration of the Credit Union making or continuing to make advances or otherwise giving credit to

SASI MACH Limited (hereinafter called the "Borrower")
Member Number 70459

Sandra Demaria,
(hereinafter called the "Guarantor")

hereby guarantees the due payment and discharge of the Borrower's indebtedness to the Credit Union now or hereafter incurred on all accounts of the Borrower with the Credit Union, whether solely or on joint account or in partnership and of the Borrower's liability to the Credit Union whether as principal or surety; including without limitation thereto, the repayment of all moneys advanced or which may be advanced by the Credit Union to the Borrower or to others on the faith or paper of the Borrower, all liabilities direct or indirect to which the Credit Union may become subject as a result of making advances to or dealing with the Borrower, the due payment of all monies which are now or may at any time hereafter become due or owing directly or indirectly from the Borrower to the Credit Union on the ultimate balance of such accounts or liabilities whether absolute or contingent and all interest, commissions, costs (including legal fees), charges and expenses that may be incurred by the Credit Union respecting such advances, liabilities, ultimate balance or any security therefore, and the Guarantor agrees to the following terms and conditions:

1. The liability of the Guarantor hereunder shall be limited to the sum of Five hundred twenty five thousand dollars (\$525,000.00) and shall bear interest from the date of demand for payment as hereinafter provided.
2. If more than one Guarantor executes this Guarantee the provisions hereof shall be read with all necessary grammatical changes, each reference to the Guarantor shall include each and every one of the undersigned severally, and this Guarantee and all covenants and agreements herein contained shall be deemed to have been made by the undersigned jointly and severally.
3. The Credit Union may compound with or grant extensions of time or other indulgence to the Borrower or with or to any person or persons liable to the Credit Union for the indebtedness and liability hereby guaranteed or any part thereof, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Borrower, with other parties and with security as the Credit Union may see fit. The Credit Union may apply all moneys received from the Borrower or others, or from security, upon such part of the Borrower's indebtedness and liability to the Credit Union as it may think best, without prejudice to and without in any way limiting or lessening the liability of the Guarantor under this Guarantee.
4. Neither the failure of the Credit Union to take any security that the Guarantor contemplated it would take nor the failure of the Credit Union to perfect any security shall prejudice, or in any way limit or lessen the liability of the Guarantor under this Guarantee. The Guarantor expressly waives presentment, demand, notice of dishonour, protest and all other notices whatsoever as well as diligence in collection or protection of or realization upon all or any of the Borrower's indebtedness and liability to the Credit Union or any obligation hereunder or any security for any of the foregoing.
5. No loss of or in respect of security received by the Credit Union from the Borrower or any other person, whether occasioned through the fault of the Credit Union or otherwise, shall discharge pro tanto, limit or lessen the liability of the Guarantor under this Guarantee. Neither the Credit Union nor any of its directors, officers, employees or agents shall be responsible in negligence for any act taken or omitted to be taken by the Credit Union or any of them in connection with any such security.
6. This Guarantee shall be binding on the Guarantor as a continuing guarantee in that it shall remain operative and binding notwithstanding the settlement of the Borrower's indebtedness and liability to the Credit Union at any time or times or any payment from time to time made to the Credit Union respecting such indebtedness and liability and notwithstanding whether any other person or corporation now or hereafter liable to the Credit Union for the indebtedness and liability, in whole or in part, of the Borrower to the Credit Union shall cease to be so liable whether by release from such liability by the Credit Union or by operation of law. Provided that the Guarantor or the executors, administrators or successors of the Guarantor may determine further liability under this Guarantee (except for the indebtedness and liability of the Borrower to the Credit Union arising out of requirements of the Borrower based on agreements express or implied made before the receipt by the Credit Union of the written notice hereinafter mentioned) for moneys advanced to the Borrower or to others on the faith of the Borrower's paper after the Guarantor or the executors, administrators or successors of the Guarantor shall have given to the Credit Union written notice of such determination.
7. This Guarantee shall not be determined or affected or the Credit Union's rights prejudiced by the determination of this Guarantee as to one or more other Guarantors or by the death or loss or diminution of capacity of any other Guarantor or by any change in the name, business, borrowing, board of directors, powers, objects, organization or management of the Borrower, it being understood that where the Borrower is a partnership or corporation this Guarantee is to extend to the person or persons or corporation for the time being and from time to time carrying on the business now carried on by the Borrower notwithstanding any change in the name or borrowing of the Borrower if a partnership or, if a corporation, any change in the name of the Borrower or its re-organization or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.
8. The Credit Union, where the Borrower is a corporation or a partnership, shall not be concerned to enquire into the powers of the Borrower or the authority of its directors, partners or agents acting or purporting to act in the exercise thereof, and moneys, advances, renewals or credits thereby borrowed or obtained from the Credit Union shall be deemed to form part of the indebtedness and liability hereby guaranteed even though such borrowing or obtaining was irregularly, fraudulently, defectively or without authority effected notwithstanding that the Credit Union has specific notice of the powers of the Borrower or of the authority of its directors, partners or agents. Any amount which may not be recoverable from the Guarantor on the basis of a guarantee by reason of any legal limitation, disability or incapacity on or of the Borrower shall nevertheless be recoverable from the Guarantor as principal debtor in respect thereof. For purposes of this Guarantee, the indebtedness and liability of the Borrower shall include every obligation of the Borrower to the Credit Union notwithstanding any right or power of the Borrower or anyone else to assert any claim or defence respecting the invalidity or unenforceability of any such obligation, and no such claim or defence shall impair or affect the liability hereunder of the Guarantor.
9. The statement to the Guarantor in writing of the indebtedness and liability of the Borrower to the Credit Union by the manager or acting manager at the time such statement is given at the branch where the Borrower's account is kept shall be binding and conclusive, absent manifest error, and all right to question in any way the Credit Union's present or future method of dealing with the Borrower or any dealing with any person or persons now or hereafter liable to the Credit Union for the indebtedness and liability hereby guaranteed or any part thereof or with any security now or hereafter held by the Credit Union or with any goods or property covered by such security are hereby waived. The Guarantor hereby renounces all benefits of discussion and division, and the Credit Union shall not be bound to exhaust its recourse against the Borrower or other person or persons or the security the Credit Union may hold nor to value such security before requiring or being entitled to payment from the Guarantor.
10. Should the Credit Union receive from the Guarantor any payment or payments either in full or on account of the Guarantor's liability under this Guarantee, the Guarantor shall not be entitled to any security, or a share therein, held by the Credit Union to secure payment of the Borrower's ultimate balance outstanding with the Credit Union nor to claim reimbursement against the Borrower until the Credit Union's claim against the Borrower has been paid in full. Notwithstanding payment of the Guarantor's liability under this Guarantee, the Guarantor will not call on the Credit Union to sue the Borrower respecting the indebtedness and liability guaranteed hereunder nor will the Guarantor sue the Borrower in the name of the Credit Union on account of such indebtedness and liability. In case of any liquidation, winding-up or bankruptcy of any other Guarantor or the Borrower, or in the event that the Borrower shall make a sale of any of the Borrower's assets within the bulk transfer provisions of any applicable legislation, or in the case of any composition with creditors or scheme of arrangement, the Credit Union shall have the right to rank for its full claim and receive all dividends or other payments in respect thereof until its claim has been paid in full; any and all right to prove and rank for Obligations (hereinafter defined) or any amount paid by the Guarantor under this Guarantee and to receive the full amount of all dividends or payments in respect thereto being hereby assigned and transferred to the Credit Union, and the Guarantor shall continue liable up to the amount guaranteed, less any payments made by the Guarantor, for any balance which may be owing to the Credit Union by the Borrower. In the event of the valuation by the Credit Union of any of its security and/or the retention thereof by the Credit Union, such valuation and/or retention shall not, as between the Credit Union and the Guarantor, be considered as a purchase of such security, or as payment, satisfaction or reduction of the Borrower's indebtedness and liability to the Credit Union.

11. The Guarantor shall be liable to make payment to the Credit Union on account of the indebtedness and liability of the Borrower to the Credit Union without prior demand therefor by the Credit Union from the Guarantor, and the Credit Union may without demand or notice of any kind at any time when any amount shall be due and payable hereunder by the Guarantor to the Credit Union appropriate and apply to the indebtedness and liability hereby guaranteed (and in such order of application as the Credit Union may from time to time elect) any property, balances, credits, accounts or moneys of the Guarantor in the possession or control of the Credit Union for any purpose. A demand hereunder, if made, shall be deemed to have been made when an envelope containing the demand and addressed to the Guarantor at the last address of the Guarantor known to the Credit Union is deposited, postage prepaid and registered, in the Post Office. The liability hereunder of the Guarantor shall bear interest from the date of such demand at the rate or rates payable by the Borrower to the Credit Union on the indebtedness and liability of the Borrower to the Credit Union.
12. All debts and liabilities of the Borrower to the Guarantor, present and future (the "Obligations"), are hereby postponed and subordinated to the indebtedness and liability of the Borrower to the Credit Union, and all moneys received by the Guarantor from the Borrower or for the account of the Borrower respecting the Obligations shall be received in trust for the Credit Union and forthwith upon such receipt paid over to the Credit Union until the Borrower's indebtedness and liability to the Credit Union are fully paid and satisfied; all without prejudice to and without in any way limiting or lessening the liability of the Guarantor to the Credit Union under this Guarantee. Except with the written consent of the Credit Union, or until such indebtedness and liability are fully paid and satisfied, the Guarantor shall not release, discharge, assign, pledge or in any other manner whatsoever exercise any right respecting or deal with any or all of the Obligations and the Guarantor shall make, execute and deliver such further and other assurances and do all matters and things which the Credit Union deems necessary or advisable for the protection of its rights under and by virtue of this postponement and subordination. And the Guarantor hereby declares that no security has been taken from the Borrower by the Guarantor for the giving of this Guarantee and agrees not to take any such security so long as the Guarantor's liability hereunder remains outstanding without first obtaining the written consent of the Credit Union, and, in the event that the Guarantor does take such security, the Guarantor further agrees that, if the Guarantor's liability is limited under this Guarantee, the amount to which such liability is limited shall be deemed to be increased by an amount equal to the value of such security up to what would be the amount of the Guarantor's liability hereunder but for the taking of such security.
13. This Guarantee is given in addition to and without prejudice to any security of any kind, including any guarantee, whether or not in the same form as this Guarantee, now or hereafter held by the Credit Union. The liability of the Guarantor under any other guarantee executed by the Guarantor and given to the Credit Union in connection with the indebtedness or liability of the Borrower to the Credit Union shall not affect or be affected by this Guarantee nor shall this Guarantee affect or be affected by the endorsement by the Guarantor of any note or notes of the Borrower, the intention being that the liability of the Guarantor under such other guarantee or endorsement and this Guarantee shall be cumulative and shall be and remain in full force and effect.
14. There are no representations, collateral agreements or conditions with respect to this Guarantee, or affecting the Guarantor's liability hereunder, other than those contained herein. No alteration or waiver of this Guarantee or of any of its terms or conditions shall be binding on the Credit Union unless made in writing over the signature of an officer of the Credit Union expressly authorized to make such alteration or give such waiver.
15. The Credit Union may without notice of any kind sell, assign or transfer to any third party all or any of the Borrower's indebtedness and liability to the Credit Union, and in such event each and every immediate and successive assignee, transferee or holder of all or any of such indebtedness and liability shall have the right to enforce this Guarantee by suit or otherwise for the benefit of such assignee, transferee or holder as fully as if such assignee, transferee or holder were herein by name specifically given such rights, powers and benefits, but the Credit Union shall have an unimpaired right, prior and superior to that of any such assignee, transferee or holder, to enforce this Guarantee as to so much of such indebtedness and liability as the Credit Union may not have sold, assigned or transferred.
16. No delay on the part of the Credit Union in the exercise of any right or remedy shall operate as a waiver thereof, and no partial exercise by the Credit Union of any right or remedy shall preclude the further exercise thereof or the exercise of any other right or remedy. An action permitted hereunder, but not taken by the Credit Union, shall not in any way impair or affect this Guarantee.
17. The terms and conditions set out in this Guarantee shall not merge with any judgement which may be obtained against the Guarantor or the Borrower.
18. This Guarantee shall be construed in accordance with the laws of the Province of Ontario. The Guarantor agrees that any legal suit, action or proceeding arising out of or relating to this Guarantee may be instituted in the courts of Ontario, and the Guarantor hereby agrees to accept and submit to the jurisdiction of the said courts, to acknowledge their competence and to be bound by any judgment thereof. Nothing herein shall limit the Credit Union's right to bring proceedings against the Guarantor elsewhere.
19. This Guarantee shall extend to and endure to the benefit of the successors and assigns of the Credit Union, and shall be binding upon the Guarantor and the heirs, executors, and administrators or the successors and assigns of the Guarantor. For greater certainty, the successors and assigns of the Credit Union shall include an entity that is the product of an amalgamation of the Credit Union with another entity, and the Credit Union is hereby constituted the attorney of the Guarantor to transfer to such product (the "transferee") the benefit of this Guarantee respecting any indebtedness or liability to the transferee that may be incurred by the Borrower.

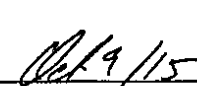
SIGNED AND DELIVERED at Mississauga, ON in the presence of



 Witness



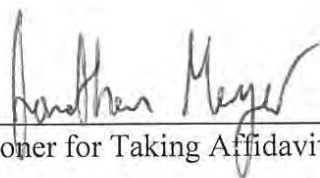
 Sandra Demaris - Guarantor



 Date

TAB II

THIS IS EXHIBIT "II" REFERRED TO IN THE
AFFIDAVIT OF OKSANA PROCIUK SWORN
BEFORE ME THIS 6th DAY OF NOVEMBER, 2018.



A Commissioner for Taking Affidavits, etc.

Jonathan Elan Meyer,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires April 21, 2020.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE
CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT
OF THE FOLLOWING:

TYPE OF SEARCH: INDIVIDUAL NON-SPECIFIC

CONDUCTED ON: Sandra Demaria

FILE CURRENCY: November 1, 2018

RESPONSE CONTAINS: APPROXIMATELY 4 FAMILIES and 7 PAGES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY
THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER
AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS
UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE
INTERPRETATION AND USE THAT ARE MADE OF IT.

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: INDIVIDUAL NON-SPECIFIC

CONDUCTED ON: Sandra Demaria

FILE CURRENCY: November 1, 2018

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 1 OF 4 ENQUIRY PAGE : 1 OF 7

SEARCH : IN : SANDRA;DEMARIA

00 FILE NUMBER : 734962599 EXPIRY DATE : 14DEC 2022 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20171214 1854 4085 2334 REG TYP: P PPSA REG PERIOD: 05
 02 IND DOB : IND NAME:
 03 BUS NAME: DEMARIA & ASSOCIATES PLANNING & LAND DEVLOMENT ASSOCIATION
 OCN :
 04 ADDRESS : 211 WOODLAND ACRES CRES
 CITY : MAPLE PROV: ON POSTAL CODE: L6A1G1
 05 IND DOB : 02FEB1977 IND NAME: SANDRA DEMARIA
 06 BUS NAME:
 OCN :
 07 ADDRESS : 211 WOODLAND ACRES CRES
 CITY : MAPLE PROV: ON POSTAL CODE: L6A1G1

08 SECURED PARTY/LIEN CLAIMANT :
 PORSCHE FINANCIAL SERVICES CANADA
 09 ADDRESS : 165 YORKLAND BLVD, UNIT 150
 CITY : TORONTO PROV: ON POSTAL CODE: M2J 4R2
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X 182578.00 30NOV2021
 YEAR MAKE MODEL V.I.N.
 11 2018 PORSCHE 911 WP0AC2A91JS174573

12 GENERAL COLLATERAL DESCRIPTION

13

14

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16 AGENT: D + H LIMITED PARTNERSHIP

17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FLOOR

CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4J 1H8

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: INDIVIDUAL NON-SPECIFIC

CONDUCTED ON: Sandra Demaria

FILE CURRENCY: November 1, 2018

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 4 ENQUIRY PAGE : 2 OF 7

SEARCH : IN : SANDRA;DEMARIA

00 FILE NUMBER : 710855712 EXPIRY DATE : 14OCT 2020 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
 REG NUM : 20151014 1553 6083 6744 REG TYP: P PPSA REG PERIOD: 5
 02 IND DOB : 02FEB1977 IND NAME: SANDA R DEMARIA
 03 BUS NAME:
 OCN :
 04 ADDRESS : 211 WOODLAND ACRES CRESCENT
 CITY : VAUGHAN PROV: ON POSTAL CODE: L6A 1G1
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :
 BUDUKNIST CREDIT UNION LIMITED
 09 ADDRESS : 3015 WINSTON CHURCHILL BOULEVARD, UNIT 1
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5L 2V8
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X
 YEAR MAKE MODEL V.I.N.
 11
 12
 GENERAL COLLATERAL DESCRIPTION
 13 GUARANTEE AND POSTPONEMENT OF CLAIM
 14
 15
 16 AGENT: BURYCH LAWYERS
 17 ADDRESS : 204-89 QUEENSWAY WEST
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L5B 2V2

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: INDIVIDUAL NON-SPECIFIC

CONDUCTED ON: Sandra Demaria

FILE CURRENCY: November 1, 2018

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 4 ENQUIRY PAGE : 3 OF 7

SEARCH : IN : SANDRA;DEMARIA

00 FILE NUMBER : 710855712 EXPIRY DATE : 14OCT 2020 STATUS :
 01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
 REG NUM : 20151014 1553 6083 6744 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME:
 OCN :
 04 ADDRESS :
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS : 03C
 CITY : PROV: POSTAL CODE:
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10
 YEAR MAKE MODEL V.I.N.
 11
 12
 GENERAL COLLATERAL DESCRIPTION
 13
 14
 15
 16 AGENT:
 17 ADDRESS :
 CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: INDIVIDUAL NON-SPECIFIC

CONDUCTED ON: Sandra Demaria

FILE CURRENCY: November 1, 2018

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 2 OF 4 ENQUIRY PAGE : 4 OF 7

SEARCH : IN : SANDRA;DEMARIA

FILE NUMBER 710855712

PAGE TOT

REGISTRATION NUM REG TYPE

01 CAUTION : 001 OF 1 MV SCHED: 20151021 1120 6083 6897

21 REFERENCE FILE NUMBER : 710855712

22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:

23 REFERENCE DEBTOR/ IND NAME: SANDA R DEMARIA

24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:

26 REASON: AMEND DEBTOR NAME

27 /DESCR:

28 :

02/05 IND/TRANSFEE: 02FEB1977 SANDA R DEMARIA

03/06 BUS NAME/TRFEE:

OCN:

04/07 ADDRESS: 211 WOODLAND ACRES CRESCENT

CITY: VAUGHAN PROV: ON POSTAL CODE: L6A 1G1

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :

CITY : PROV : POSTAL CODE :

CONS. MV DATE OF NO FIXED

GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE

10

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16 NAME : BURYCH LAWYERS

17 ADDRESS : 204-89 QUEENSWAY WEST

CITY : MISSISSAUGA PROV : ON POSTAL CODE : L5B 2V2

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: INDIVIDUAL NON-SPECIFIC

CONDUCTED ON: Sandra Demaria

FILE CURRENCY: November 1, 2018

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 4 ENQUIRY PAGE : 5 OF 7

SEARCH : IN : SANDRA;DEMARIA

00 FILE NUMBER : 740050218 EXPIRY DATE : 01JUN 2023 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
 REG NUM : 20180601 1747 1219 8409 REG TYP: P PPSA REG PERIOD: 05
 02 IND DOB : IND NAME:
 03 BUS NAME: DEMARIA ASSOCIATES PLANNING AND LA
 OCN :
 04 ADDRESS : 211 WOODLAND ACRES CS
 CITY : MAPLE PROV: ON POSTAL CODE: L6A 1G1
 05 IND DOB : 02FEB1977 IND NAME: SANDRA R DEMARIA
 06 BUS NAME:
 OCN :
 07 ADDRESS : 211 WOODLAND ACRES CS
 CITY : MAPLE PROV: ON POSTAL CODE: L6A 1G1

08 SECURED PARTY/LIEN CLAIMANT :
 THE BANK OF NOVA SCOTIA
 09 ADDRESS : 10 WRIGHT BOULEVARD
 CITY : STRATFORD PROV: ON POSTAL CODE: N5A 7X9
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X 91915
 YEAR MAKE MODEL V.I.N.
 11 2018 CHEVROLET CAMARO 1G1FJ1R60J0172401
 12
 GENERAL COLLATERAL DESCRIPTION
 13 OUR SECURITY INTEREST IS LIMITED TO THE MOTOR VEHICLES LISTED ABOVE
 14 AND THE PROCEEDS OF THOSE VEHICLES
 15
 16 AGENT: D+H LIMITED PARTNERSHIP (BNS)
 17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FL
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4Z 1H8

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: INDIVIDUAL NON-SPECIFIC

CONDUCTED ON: Sandra Demaria

FILE CURRENCY: November 1, 2018

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 4 ENQUIRY PAGE : 6 OF 7

SEARCH : IN : SANDRA;DEMARIA

00 FILE NUMBER : 741977532 EXPIRY DATE : 25JUL 2023 STATUS :
 01 CAUTION FILING : PAGE : 001 OF 2 MV SCHEDULE ATTACHED :
 REG NUM : 20180725 1244 1532 8876 REG TYP: P PPSA REG PERIOD: 05
 02 IND DOB : IND NAME:
 03 BUS NAME: VAPZ INC.
 OCN :
 04 ADDRESS : 80 BASS PRO MILLS DR. UNIT 13
 CITY : VAUGHAN PROV: ON POSTAL CODE: L4K5W9
 05 IND DOB : 02FEB1977 IND NAME: SANDRA R DEMARIA
 06 BUS NAME:
 OCN :
 07 ADDRESS : 211 WOODLAND ACRES CRES
 CITY : VAUGHAN PROV: ON POSTAL CODE: L6A1G1

08 SECURED PARTY/LIEN CLAIMANT :
 MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION
 09 ADDRESS : 2680 MATHESON BLVD. E. STE 500
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4W0A5
 CONS. MV DATE OF OR NO FIXED
 GOODS INVTY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
 10 X X X
 YEAR MAKE MODEL V.I.N.
 11 2018 MERCEDES-BENZ METRISC WD3BG2EA3J3390653
 12
 GENERAL COLLATERAL DESCRIPTION
 13 CO-DEBTOR'S FULL NAME AS PER ID, SANDRA ROSAMARIA DEMARIA
 14
 15
 16 AGENT: D + H LIMITED PARTNERSHIP
 17 ADDRESS : 2 ROBERT SPECK PARKWAY, 15TH FLOOR
 CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4J 1H8

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE

TYPE OF SEARCH: INDIVIDUAL NON-SPECIFIC

CONDUCTED ON: Sandra Demaria

FILE CURRENCY: November 1, 2018

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 4 ENQUIRY PAGE : 7 OF 7

SEARCH : IN : SANDRA;DEMARIA

00 FILE NUMBER : 741977532 EXPIRY DATE : 25JUL 2023 STATUS :
 01 CAUTION FILING : PAGE : 002 OF 2 MV SCHEDULE ATTACHED :
 REG NUM : 20180725 1244 1532 8876 REG TYP: REG PERIOD:
 02 IND DOB : IND NAME:
 03 BUS NAME:
 OCN :
 04 ADDRESS :
 CITY : PROV: POSTAL CODE:
 05 IND DOB : IND NAME:
 06 BUS NAME:
 OCN :
 07 ADDRESS :
 CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

MERCEDES-BENZ FINANCIAL

09 ADDRESS : 2680 MATHESON BLVD. E. STE 500

CITY : MISSISSAUGA PROV: ON POSTAL CODE: L4W0A5

CONS. MV DATE OF OR NO FIXED

GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE

10

YEAR MAKE MODEL V.I.N.

11

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GENERAL COLLATERAL DESCRIPTION

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16 AGENT:

17 ADDRESS :

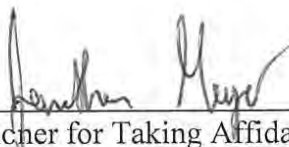
CITY : PROV: POSTAL CODE:

LAST SCREEN

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

TAB JJ

THIS IS EXHIBIT "JJ" REFERRED TO IN THE
AFFIDAVIT OF OKSANA PROCIUK SWORN
BEFORE ME THIS 6th DAY OF NOVEMBER, 2018.



A Commissioner for Taking Affidavits, etc.

Jonathan Elan Meyer,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires April 21, 2020.

LRO # 80 Charge/Mortgage

Received as AT4035753 on 2015 10 14 at 15:38

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

yyyy mm dd Page 1 of 5

Properties

PIN 10213 - 0180 LT Interest/Estate Fee Simple Remove S/T Interest

Description LT 20 PL 3457 NORTH YORK; TORONTO (N YORK), CITY OF TORONTO

Address 508 WILSON HTS BOULEVARD
DOWNSVIEW

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name SASI MACH LIMITED

Address for Service 211 Woodland Acres Cres.
Vaughan, Ontario L6A 1G1

I, Sandra Rosamaria DeMaria, President, have the authority to bind the corporation.

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

Chargee(s)	Capacity	Share
------------	----------	-------

Name	BUDUCHNIST CREDIT UNION LIMITED	
Address for Service	3015 Winston Churchill Boulevard, Unit 103C, Mississauga, Ontario, L5L 2V8	

Provisions

Principal \$ 525,000.00 Currency CDN

Calculation Period semi-annually, not in advance

Balance Due Date 2016/10/14

Interest Rate 3.75%

Payments \$ 2,680.92

Interest Adjustment Date 2015 10 14

Payment Date 14th day of each and every month

First Payment Date 2015 11 14

Last Payment Date 2016 10 14

Standard Charge Terms 200033

Insurance Amount See standard charge terms

Guarantor Sandra Rosamaria DeMaria

Additional Provisions

See Schedules

Signed By

Walter Peter Burych	204-89 Queensway West Mississauga L5B 2V2	acting for Chargor(s)	Signed	2015 10 13
Tel 905-898-8800				
Fax 905-898-9757				

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

LRO # 80 Charge/Mortgage

Receipted as AT4035753 on 2015 10 14 at 15:38

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

yyyy mm dd Page 2 of 5

Submitted By

BURYCH LAWYERS

204-89 Queensway West
Mississauga
L5B 2V2

2015 10 14

Tel 905-888-8800

Fax 905-888-9757

Fees/Taxes/Payment

Statutory Registration Fee \$80.00

Total Paid \$80.00

FIXED RATE MORTGAGE SCHEDULE - CLOSED

ALL TERMS AND CONDITIONS CONTAINED IN THIS SCHEDULE SHALL BE INCORPORATED INTO THE CHARGE TO WHICH THIS SCHEDULE IS ATTACHED

This Charge shall be a fixed interest rate mortgage, closed to prepayment save as provided for herein, and shall have a fixed term being that period of time between the Interest Adjustment Date and the Balance Due Date or such other length of time as approved in writing by the Chargor and Chargee (the "Term").

IT IS HEREBY UNDERSTOOD AND AGREED that in this Schedule:

- (a) "Balance Due Date" means the Balance Due Date indicated in this Charge or other date approved by the Chargor and the Chargee and is the date the Principal Amount is to be paid in full to the Chargee; this date is the same date as the Last Payment Date;
- (b) "Chargor" means the mortgagor under this Charge and includes "Mortgagor" and "Borrower"; if more than one person is named on this Charge as Chargor, the term Chargor means all or any one or more of them; and all covenants, liabilities and obligations of the Chargor shall be joint and several should there be more than one Chargor;
- (c) "Chargee" means Buduchnist Credit Union Limited, the Chargee described in this Charge, and its successors and assigns and includes "Mortgagee" and "Lender";
- (d) "Charge" means this Mortgage;
- (e) "Encumbrance" means, and includes without limitation, mortgages, charges, pledges, security interests, liens, encumbrances, actions, claims, demands and equities of any nature whatsoever or howsoever arising and any rights or privileges capable of becoming mortgages, charges, pledges, security interests, liens, encumbrances, actions, claims, demands or equities of any nature whatsoever or howsoever arising, and any debt, liability or obligation of the Chargor of any nature whatsoever capable of becoming an Encumbrance in priority to this Charge, including without limitation governmental or Crown liens or taxes of any nature or kind whatsoever;
- (f) "Property" means the lands and premises described in, and charged by, this Charge; and
- (g) "Principal Amount" means the principal amount that is secured and outstanding under this Charge from time to time.

IN CONSIDERATION of the Chargee advancing the funds secured by this Charge, and as a condition thereof, the Chargor agrees as follows:

1. All monies payable under this Charge shall be secured hereby and shall form a charge on the Property and bear interest at the rate of interest provided for in the Charge to which this Schedule is attached.
2. In the event the Chargor sells, conveys, transfers, disposes of or assigns the Property, or enters into an agreement for the sale or transfer of the title to the Property, or any part thereof (collectively, "Transfer"), to a purchaser or transferee not first approved in writing by the Chargee (which approval may be unreasonably or arbitrarily withheld), whether the conveyance or agreement is registered or not, then the Principal Amount together with interest and all other monies hereby secured shall forthwith become due and payable at the Chargee's sole option and sole discretion without any notice being given or any action being taken by the Chargee and in default of such payment the Chargee may exercise any of the remedies available hereunder to enforce payment including but not limited to the powers of entering upon, leasing or selling the Property. For the purposes of this paragraph, a change in voting control of the Chargor, if the Chargor is a corporation, shall be deemed to constitute a Transfer of the Property.
3. In the event the Chargor further charges, mortgages or otherwise encumbers the Property in any way without first obtaining the written consent of the Chargee, which consent may be unreasonably or arbitrarily withheld, or permits in any way or suffers an Encumbrance, then the Principal Amount together with interest and all other monies hereby secured shall forthwith become due and payable at the Chargee's sole option and sole discretion without any notice being given or any action being taken by the Chargee and in default of such payment the Chargee may exercise any of the remedies available hereunder to enforce payment including but not limited to the powers of entering upon, leasing or selling the Property.
4. In the event the Chargor ceases to be a member of the Chargee, the Chargee may at any time and at its sole option and sole discretion demand repayment of the Principal Amount together with interest and all other monies hereby secured upon giving the Chargor one month's notice in writing mailed by ordinary prepaid post addressed to the Chargor at his last known residential address as recorded on the books of the Chargee, and the Principal Amount together with interest and all other monies hereby secured shall immediately become due and payable upon expiration of such notice.
5. The Chargee, upon the death or total and permanent disability of the Chargor, shall be at liberty to apply towards payment of all monies hereby secured, any monies received by the Chargee under any policy of group insurance carried by the Chargee on the lives of its borrowing members notwithstanding that this Charge is not otherwise due.
6. If any one or more of the following events shall occur, then the Chargee, at its sole option and sole discretion, may declare the Principal Amount together with interest and all other monies hereby secured to be immediately due and payable:
 - (a) the Chargor defaults in the payment when due of any amount required to be made pursuant to this Charge; or
 - (b) the Chargor defaults in the performance of his obligations under this Charge; or
 - (c) the Chargor defaults in the payment or is in breach of a covenant of any Encumbrance; or

BCU  Buduchnist Credit Union

- (d) any person conducts on the Property criminal activity of any kind or cultivates or processes marijuana or any other substance the possession or distribution of which may be contrary to applicable law; or
- (e) the Chargor ceases or threatens to cease to carry on business; or becomes insolvent or bankrupt; or ceases paying his debts as they mature; or the Chargor makes an assignment for the benefit of his creditors or otherwise acknowledges his insolvency; or a trustee, or a receiver, or a receiver and manager, or a liquidator is appointed for the Chargor or for any part of his property; or bankruptcy, reorganization, arrangement, insolvency or similar proceedings shall be instituted by or against the Chargor under the laws of any jurisdiction; or
- (f) any execution, sequestration or any other process of any court becomes enforceable against the Chargor or if a distress or analogous process is levied upon the property of the Chargor or any part thereof; or
- (g) In the opinion of the Chargee, there is a material adverse change in the condition, assets, liabilities, business or prospects of the Chargor, financial or otherwise; or
- (h) the Chargee is given notice of or any construction lien is registered on title to the Property or if the Property is abandoned or uninsured.

7. No remedy herein conferred upon or reserved to the Chargee is intended to be exclusive of any other remedy or remedies hereunder or under any security collateral hereto, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given under this Charge or any other security collateral hereto or thereto or now or hereafter existing at law or in equity or by statute. Every power and remedy given by this Charge to the Chargee may be exercised from time to time as often as may be deemed expedient by the Chargee.

8. If in enforcing the rights of the Chargee, the Chargee goes into possession of the Property, the Chargor shall not interfere with the Chargee's possession, nor with the possession of any receiver the Chargee may appoint nor with that of any person to whom the Property is leased or sold, and the Chargor will not make any claim against any person to whom the Property may be leased or sold. The Chargee shall not be responsible for any loss arising in the course of enforcing its rights unless such loss is a direct result of the Chargee's willful neglect. Upon default in payment of the Principal Amount or interest under this Charge or in performance of any of the terms and conditions hereof, the Chargee may enter into and take possession of the Property free from all manner of former conveyances or Encumbrances without the let, suit, hindrance, interruption or denial of the Chargor or other person whatsoever.

9. Should any payment under this Charge not be honoured or not be made on the payment due date as required hereunder, the Chargor shall pay to the Chargee the sum of One Hundred (\$100.00) Dollars for each such dishonoured payment or late payment as compensation for the Chargee's administration charges, but this sum shall be in addition to any and all other fees charged by the Chargee and remedies available to the Chargee in the event of default as provided in this Charge or by law.

10. Any payment due under this Charge, or any payment on account of additional principal, or any payment in full of all monies secured by this Charge shall be received by the Chargee not later than 3:00 p.m. on a Banking Day or the Chargor shall pay to the Chargee interest on the amount paid to the next Banking Day. "Banking Day" means any day except Saturday, Sunday, statutory holiday, Ukrainian holiday, or holiday designated by the Chargee from time to time. Any payment on account of additional principal and any payment in full of all monies secured by this Charge must be made by way of cash, certified cheque, or bank draft.

11. Any discharge statement and discharge of this Charge shall be prepared by the Chargee at the Chargor's expense and the Chargee shall have a reasonable time to provide such discharge statement or discharge.

12. The Chargor covenants to pay all realty and other taxes, rates and assessments, municipal, local, parliamentary or otherwise, when and as they become due and to provide evidence to the Chargee of payment annually by December 31st of each calendar year or as more often as the Chargee may require. Failure to provide the required evidence shall entitle the Chargee to obtain evidence of payment from the municipality at the expense of the Chargor. Any payment by the Chargee on account of taxes, rates or assessments for the Property may, at the sole option and sole discretion of the Chargee, be added to the Principal Amount and interest shall then be charged thereon at the same rate and upon the same terms as contained in this Charge.

13. The Chargor shall, upon request by the Chargee, provide to the Chargee such financial and other statements as may be required by the Chargee from time to time.

14. Without prejudice to any rights of the Chargee against the Chargor or any other person(s) liable for payment of any monies hereby secured, this Charge may be renewed by an agreement in writing between the Chargor, the Guarantor(s), if any, and the Chargee on or before the Balance Due Date for any term with or without any increase or decrease in the rate of interest and notwithstanding that there may be subsequent encumbrances. It shall not be necessary to register any such agreement for it to be effective or in order to retain priority for this Charge so altered over any instrument registered subsequently to this Charge. Provided that nothing contained in this paragraph shall confer any right of renewal upon the Chargor and any renewal of this Charge requires the written approval of the Chargee. If on or before the Balance Due Date the Chargor does not (i) repay all monies payable by the Chargor under this Charge, (ii) renew or extend this Charge, (iii) give notice to the Chargee in writing at least fifteen (15) days before the Balance Due Date to cease automatically debiting regular payments under this Charge, or (iv) give written notice to the Chargee that the Chargor does not wish to renew or extend the Term of this Charge, then the Chargee, at its sole option and sole discretion, may give written notice to the Chargor and Guarantor(s), if any, that the Chargee is renewing or extending this Charge for one year at the Chargee's prevailing interest for fixed rate open mortgages at the time of renewal. All other provisions contained in this Charge will continue to apply to the renewed or extended Charge. The Chargor agrees to pay to the Chargee any processing or administration fees in connection with the renewal of this Charge. The Chargor also agrees to pay all legal fees and disbursements incurred with respect to the renewal agreement and, if applicable, its registration. Unless otherwise provided for in this Charge, all privileges and prepayment provisions included in this Charge shall neither extend nor survive past the Balance Due Date. If the terms of this Charge are renewed or extended, the Chargor may only use the prepayment provisions set out in the renewal agreement. The provisions of the renewed or extended Charge will bind all Chargors and all Guarantors.

15. The Chargor agrees to make any payments hereunder by pre-authorized payment and will supply the Chargee with written authorization to debit the Chargor's account on the due date of the Charge payment. Such payments shall include, without limitation, any instalment of principal and interest, as same may be increased or varied as provided for herein, any deficiencies in payment of instalments of principal and interest as provided for herein, and any fees or other monies payable by the Chargor to the Chargee in respect of this Charge, or in respect of any conversion of the rate of interest or renewal of the Term hereof.

16. Provided that the Chargor is not in default of any of the terms or conditions contained in this Charge, the Chargor may request a discharge of this Charge from the Chargee upon granting the Chargee a new Charge on identical terms, priorities and conditions with respect to another residential property approved and qualified by the Chargee and upon receiving the prior written consent of the Chargee, which consent may be unreasonably or arbitrarily withheld. The Chargor agrees to pay any processing or administration fees and all legal fees and disbursements incurred with respect to the discharge of this Charge and the granting of a new Charge.

17. Provided that the Chargor is not in default of any of the terms or conditions contained in this Charge, the Chargor may do one or more of the following:

(a) Each calendar year the Chargor may prepay, without notice or bonus, up to twenty (20%) per cent of the original Principal Amount, provided that any such prepayment is in an amount not less than \$1,000.00 and is made on a regular payment date, and the Chargor may not prepay on more than on three (3) occasions during the calendar year. This prepayment privilege is not cumulative from year to year. If this prepayment privilege is not used in one year, it cannot be carried forward and used in a later year. This prepayment privilege does not apply in any calendar year if the Chargor in the same calendar year prepays the Principal Amount in full prior to the Balance Due Date, even if the Chargor has not yet used this prepayment privilege in that calendar year. This prepayment privilege cannot be used in combination with the prepayment privilege contained in subsection 17(b).

(b) The Chargor may prepay at any time all or any part of the Principal Amount on payment of an amount equal to the greater of:

(i) three (3) months' interest on the Principal Amount being prepaid at the interest rate in effect for this Charge at the time of such prepayment, and

(ii) the amount of interest determined pursuant to the following calculation (the "Interest Rate Differential Calculation"): the Principal Amount being prepaid multiplied by the difference between the interest rate in effect for this Charge at the time of such prepayment (the "Fixed Interest Rate") and the Chargee's then current non-discounted posted rate of interest for mortgages of the same type having a term to maturity that is closest to the remaining term to the Balance Due Date at the time of prepayment (the "Similar Mortgage Interest Rate"), for the remaining Term. The Interest Rate Differential Calculation will only be applied when the Fixed Interest Rate is higher than the Similar Mortgage Interest Rate.

When the Chargor makes a prepayment under this subsection 17(b) of the Principal Amount, any portion of the amount the Chargor is still entitled to prepay or which has been prepaid in the same calendar year under subsection 17(a) will not be deducted from the Principal Amount when the three (3) months' interest and the interest owing pursuant to the Interest Rate Differential Calculation is determined.

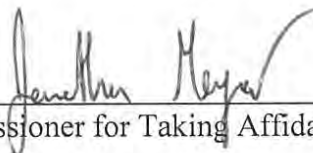
(c) If the Chargor makes a partial payment of the Principal Amount, the Chargor must continue to make the regular payments on the payment dates provided for herein until all monies secured by this Charge are paid in full.

(d) No other right of prepayment is available. The Chargor shall have no right of premature repayment except as provided above. The Chargor agrees that any right of prepayment available pursuant to the provisions of any present or future law (including rights under section 10 of the Interest Act (Canada) and any similar provincial law) will not apply to this Charge and the Chargor waives any such right.

18. In the event that the Chargee exercises its rights under this Charge and requires immediate payment of all monies hereby secured (the "Mortgage Debt"), the Chargor agrees to pay an amount equal to the greater of (i) three (3) months' interest on the outstanding Mortgage Debt at the interest rate in effect for this Charge at the time of payment, and (ii) the Interest Rate Differential Calculation being applied to the outstanding Mortgage Debt. When the Chargee exercises its rights under this paragraph, any portion of the amount the Chargor is still entitled to prepay or which has been prepaid in the same calendar year under subsection 17(a) will not be deducted from the Mortgage Debt when the three (3) months' interest and the interest owing pursuant to the Interest Rate Differential Calculation is determined.

TAB KK

THIS IS EXHIBIT "KK" REFERRED TO IN THE
AFFIDAVIT OF OKSANA PROCIUK SWORN
BEFORE ME THIS 6th DAY OF NOVEMBER, 2018.



A Commissioner for Taking Affidavits, etc.

Jonathan Elan Meyer,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires April 21, 2020.



LAND
REGISTRY
OFFICE #66

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 2

PREPARED FOR jhuang01
ON 2018/11/02 AT 13:23:13

10213-0180 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: LT 20 PL 3457 NORTH YORK; CITY OF TORONTO

PROPERTY REMARKS:
ESTATE/QUALIFIER: RECENTLY RE-ENTRY FROM 10213-0736
FEE SIMPLE
LT CONVERSION QUALIFIED
OWNERS' NAMES: SASI MACH LIMITED
CAPACITY SHARE

PIN_CREATION_DATE: 2002/05/27

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
** PRINTOUT		INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2002/05/24 **				
**SUBJECT,		ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:				
**		SUBSECTION 4(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *				
**		AND ESCHEATS OR FORFEITURE TO THE CROWN.				
**		THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF				
**		IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY				
**		CONVENTION.				
**		ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.				
**DATE OF CONVERSION TO LAND TITLES: 2002/05/27 **						
NY224324	1956/03/22	TRANSFER		*** DELETED AGAINST THIS PROPERTY ***	HALL, WILLIAM L. HALL, DELIA	C
64BR2344	1987/08/18	PLAN BOUNDARIES ACT REMARKS: TB440823 - PLAN 11915.				C
TR57844	2000/03/27	NOTICE		HER MAJESTY THE QUEEN IN RIGHT OF THE DEPARTMENT OF TRANSPORT CANADA		
AT4034347	2015/10/13	APL OF SURV-LAND		*** COMPLETELY DELETED *** HALL, WILLIAM LAWRENCE		
AT4034348	2015/10/13	APL DEL EXECUTION		*** COMPLETELY DELETED *** HALL, DELIA	HALL, DELIA	
REMARKS: DELETE		92-000825; 93-007611; 93-023316; 90-048277				
AT4035752	2015/10/14	TRANSFER	\$750,000	HALL, DELIA	SASI MACH LIMITED	C

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



PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND
REGISTRY
OFFICE #66

PAGE 2 OF 2
PREPARED FOR Jhuang01
ON 2018/11/02 AT 13:23:13

10213-0180 (LT)

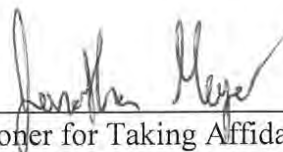
* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERY/ CHKD
AT4035753	2015/10/14	CHARGE	\$525,000	SASI MACH LIMITED	BUDUCHNIST CREDIT UNION LIMITED	C
AT4035754	2015/10/14	NO ASSGN RENT GEN		SASI MACH LIMITED	BUDUCHNIST CREDIT UNION LIMITED	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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TAB LL

THIS IS EXHIBIT "LL" REFERRED TO IN THE
AFFIDAVIT OF OKSANA PROCIUK SWORN
BEFORE ME THIS 6th DAY OF NOVEMBER, 2018.



A Commissioner for Taking Affidavits, etc.

Jonathan Elan Meyer,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires April 21, 2020.

Properties

PIN 10213 - 0180 LT Remove S/T Interest
Description LT 20 PL 3457 NORTH YORK; TORONTO (N YORK), CITY OF TORONTO
Address 506 WILSON HTS BOULEVARD
DOWNSVIEW

Applicant(s)

The assignor(s) hereby assigns their interest in the rents of the above described land. The notice is based on or affects a valid and existing estate, right, interest or equity in land.

Name SASI MACH LIMITED
Address for Service 211 Woodland Acres Cres.
Vaughan, Ontario L6A 1G1

I, Sandra Rosamaria DeMaria, President, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Party To(s)

Capacity

Share

Name BUDUCHNIST CREDIT UNION LIMITED
Address for Service 3015 Winston Churchill Boulevard, Unit 103C, Mississauga,
Ontario, L5L 2V8

Statements

The applicant applies for the entry of a notice of general assignment of rents.

This notice may be deleted by the Land Registrar when the registered instrument, AT4035753 registered on 2015/10/14 to which this notice relates is deleted

Schedule: See Schedules

Signed By

Walter Peter Burych 204-89 Queensway West acting for Signed 2015 10 14
Mississauga Applicant(s)
L5B 2V2

Tel 905-896-8600

Fax 905-896-9757

I have the authority to sign and register the document on behalf of all parties to the document.

Walter Peter Burych 204-89 Queensway West acting for Party To Signed 2015 10 14
Mississauga (s)
L5B 2V2

Tel 905-896-8600

Fax 905-896-9757

I have the authority to sign and register the document on behalf of all parties to the document.

Submitted By

BURYCH LAWYERS 204-89 Queensway West 2015 10 14
Mississauga
L5B 2V2

Tel 905-896-8600

Fax 905-896-9757

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
Total Paid \$60.00

GENERAL ASSIGNMENT OF RENTS

DATE: October 9, 2015
ACCOUNT NUMBER: 70459

THIS AGREEMENT between:

SASI MACH Limited
(hereinafter called the "Assignor" of the first part)

and

BUDUCHNIST CREDIT UNION LIMITED
(hereinafter called the "Assignee" of the second part)

WITNESS THAT:

WHEREAS the Assignor is the registered owner of the Lands subject to the Charge, and has agreed to enter into this agreement with the Assignee as collateral security for the due payment of the moneys secured by the Charge and the performance of the other obligations of the Assignor under the Charge.

NOW THEREFORE it is covenanted, agreed and declared as follows:

1. In this agreement, unless there is something in the subject matter or context inconsistent therewith:
 - a. "Charge" means the mortgage made by the Assignor in favour of the Assignee registered against the Lands and identified by the Instrument Number and registration date set out in the "Statements" section of the Notice of Assignment of Rents – General to which this agreement is attached. Charge includes any renewals, extensions or amendments thereof.
 - b. "Lands" means the lands and premises identified in the "Properties" section of the Charge.
 - c. "Leases" includes:
 - i. every existing and future lease of the whole or portion of the Lands,
 - ii. every existing and future tenancy, agreement as to use or occupation and license in respect of the whole or any portion of the Lands, whether or not pursuant to any written lease, agreement or license,
 - iii. every existing and future guarantee of all or any of the obligations of any existing or future tenant, user, occupier or licensee of the whole or any portion of the Lands, and
 - iv. every existing and future assignment and agreement to assume the obligations of tenant of the whole or any portion of the Lands,
 and "Lease" shall have a corresponding meaning.
 - d. "Rents" means all rents and other moneys now due and payable or hereafter to become due and payable and the benefit of all covenants of tenants, users, occupiers, licensees and guarantors, under or in respect of the Leases.
2. The Assignor hereby assigns to the Assignee, its successors and assigns, as security for the payment of the moneys secured by the Charge and the performance of the Assignor's other obligations thereunder until they have been fully paid and satisfied, the Rents, with full power and authority to demand, collect sue for, recover, receive and give receipts for the Rents and to enforce payment thereof in the name of the Assignor or the owner from time to time of the Lands.
3. The Assignor hereby represents and agrees that:
 - a. the Assignor has not and will not without the prior written consent of the Assignee, not to be unreasonably withheld, do, or permit to be done, any act having the effect of terminating, canceling or accepting surrender of any of the Leases or of waiving, releasing, reducing or abating in any material respect any rights or remedies or obligations of any other party thereunder or in connection therewith;
 - b. the Leases and the Assignor's rights thereunder, including the right to receive the Rents, have not been, nor will be, altered, varied or amended, without the prior written consent of the Assignee, not to be unreasonably withheld;
 - c. none of the Rents have been, nor will be, paid more than one month in advance (except if so provided in the Lease for payment of Rent for the last month of the term or as a security deposit);
 - d. there has been no default of a material nature which has not been remedied under any of the existing Leases by any of the parties thereto; and
 - e. the Assignor will observe and perform in all material respects, all of its obligations under each of the Leases.
4. Subject to the provisions of paragraph 3c. above, the Assignor shall be permitted to collect and receive the Rents as and when they shall become due and payable according to the terms of the Lease unless and until following default in payment or performance of any other obligation under the Charge, the Assignee shall give notice to the lessee, tenant, user, occupier, licensee or guarantor thereunder requiring payment to the Assignee.
5. Nothing herein contained shall have the effect of making the Assignee, its successors or assigns, responsible for the collection of Rents or any of them or for the performance of covenants, obligations or conditions under or in respect to the

Leases to be observed or performed by the Assignor, and the Assignee shall not, by virtue of this agreement or its receipt of the Rents or any of them, become or be deemed a mortgagee in possession of the Lands and the Assignee shall not be under any obligation to take any action or exercise any remedy in the collection or recovery of the Rents or any of them or to see to or enforce the performance of the obligations and liabilities of any person under or in respect of the Leases; and the Assignee shall be liable to account only for such moneys as shall actually come into its hands, less all costs and expenses, including all its legal fees and disbursements, and other reasonable or proper deductions. Moneys collected may be held in a separate account unappropriated and from time to time applied on such parts of the indebtedness of the Assignor as the Assignee may see fit.

- 6. The Assignor hereby agrees to execute such further assurances as may be reasonably required by the Assignee from time to time to perfect this agreement and assignment and whenever in the future any Lease is made, the Assignor will forthwith on the request of the Assignee advise the Assignee of the terms thereof and, if requested by the Assignee, give the Assignee, at the Assignor's expense, a specific assignment of the Lease or the Rent thereunder in form satisfactory to the Assignee.
- 7. The Assignor further agrees that it will not lease or agree to lease any part of the Lands except at a rent and on terms and conditions, and to tenants which are not less favourable or desirable than those which a prudent landlord of a similar property would expect to receive for the premises to be leased.
- 8. This agreement and the assignment hereunder is given by the Assignor as collateral security for the due payment and performance of all obligations of the Assignor under the Charge. None of the rights or remedies of the Assignee under the Charge shall be delayed or in any way be prejudiced by this agreement. Following registration of a discharge of the Charge, this agreement shall be of no further force or effect with respect to the Lands and the Leases and Rents from the Lands shall be deemed to have been thereby released and reassigned to the Assignor.
- 9. Any notice or communication to be given hereunder shall be validly given to the Assignor if sent by prepaid ordinary mail or hand delivered or sent by facsimile device to:

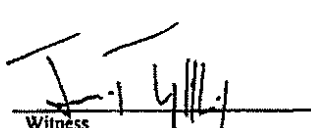
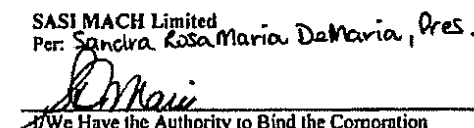
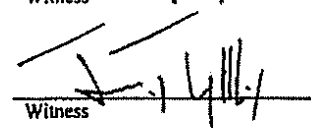
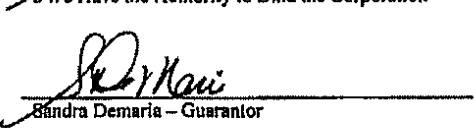
211 Woodland Acres Cres
Vaughan, ON L6A 1G1
Phone: (416) 902-0755

All notice and communications sent by prepaid ordinary mail shall be deemed to have been given and received on the second business day following the date of mailing. If hand delivered or sent by facsimile device, on the date of delivery or confirmed transmission. The Assignor may by written notice to the Assignee change the Address to which further notices are to be sent.

- 10. This agreement and everything herein contained shall enure to the benefit of the Assignee and its successors and assigns, and shall be binding upon the Assignor and his heirs, administrators, personal representatives, executors, successors and assigns (as the case may be).

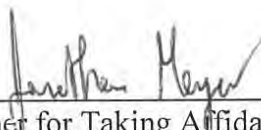
IN WITNESS WHEREOF the Assignor has duly executed and sealed this agreement.

DATED this 9th day of October, 2015 at Mississauga, Ontario.

 _____ Witness	SASI MACH Limited Per: Sandra Rosa Maria DeMaria, Pres.  _____ We Have the Authority to Bind the Corporation	Oct. 14/15 _____ Date
 _____ Witness	 _____ Sandra Demaria - Guarantor	Oct. 14/15 _____ Date

TAB MM

THIS IS EXHIBIT "MM" REFERRED TO IN THE
AFFIDAVIT OF OKSANA PROCIUK SWORN
BEFORE ME THIS 6th DAY OF NOVEMBER, 2018.



A Commissioner for Taking Affidavits, etc.

Jonathan Elan Meyer,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires April 21, 2020.

GENERAL SECURITY AGREEMENT

In favour of BUDUCHNIST CREDIT UNION LIMITED (the "Credit Union")

I/WE SASI MACH Limited, (hereinafter called the "Borrower")

1. As a general and continuing collateral security for payment of all existing and future indebtedness and liability of the undersigned Borrower (the "Borrower") of the Credit Union whosoever and howsoever incurred and any ultimate unpaid balance thereof, the Borrower hereby grants, bargains, assigns, transfers, sets over, mortgages and charges in favour of and grants to the Credit Union a security interest in the undertaking and property of the Borrower as hereinafter defined, of which the Borrower is now or may hereafter become the owner of in respect of which the Borrower has or subsequently acquires rights and the Borrower agrees with the Credit Union as hereinafter set out.

2. In this Agreement,

"PPSA" means the Personal Property Security Act of Ontario and any Act that may be substituted therefor, and as from time to time amended;

"Collateral" means and includes all of the above mentioned undertaking and property and the property described in paragraphs 3.01 to 3.10 whether now owned or hereafter acquired or in respect of which the Borrower has or subsequently acquires rights, and whether tangible or otherwise, which term is further defined below in paragraphs 3.01 to 3.10;

"Chattel Paper", "documents of title", "goods", and "instrument" have the meanings respectively ascribed to them in the PPSA; and

"Receivables" means the property described in paragraphs 3.03 hereof.

DESCRIPTION OF PROPERTY - includes all real property and personal property as that term is defined in the PPSA and includes but is not limited to:

- 3.01 Inventory All goods now or hereafter forming part of the inventory of the Borrower including, without limiting the generality of the foregoing, the following: goods held for sale or lease; goods furnished or to be furnished under contracts of service; goods which are raw materials or work in process; materials used or consumed in the business of the Borrower.
- 3.02 Equipment All goods now or hereafter owned by the Borrower or in respect of which the Borrower has or subsequently acquires rights which are not inventory within the foregoing description, used or intended for use in or about the place or places hereinafter designated or in any business conducted elsewhere by the Borrower, including, without limiting the generality of the foregoing, the following:
machinery, fixtures, furniture, vehicles of any sort or description, the property (if any) described in Schedule "A" hereto and all accessories installed in or affixed or attached or appertaining to any of the foregoing.
- 3.03 Receivables All debts, accounts, claims, moneys, and choses in action which now are or which may at any time hereafter be due or owing to the Borrower and also all securities, bills, notes and other documents now held or which may be hereafter taken, held or owned by the Borrower or anyone on behalf of the Borrower and in respect of the said debts, claims, moneys and choses in action or any part thereof, and also all books and papers recording, evidencing or relating to said debts, accounts, claims, moneys and choses in action or any part thereof (all of the foregoing being hereinafter called the "accounts receivable").
- 3.04 Chattel Paper All chattel paper whether present or future of the Borrower.
- 3.05 Documents of Title All warehouse receipts, bills of lading and other documents of title, whether negotiable or otherwise, present or future of the Borrower.
- 3.06 Securities All shares, stock warrants, bonds, debentures, debenture stock, or other securities of the Borrower together with renewals thereof, substitutions thereof, accretions thereto and all rights and claims in respect thereof.
- 3.07 Instruments All instruments, whether present or future of the Borrower.
- 3.08 Intangibles All choses in actions that are not goods, chattel paper, documents of title, instruments, money or securities but include all present or future contractual rights, licenses, quotas, goodwill, patents, trademarks, copyrights and other industrial property.
- 3.09 Real Estate All real property, whether present or future, of the Borrower.
- 3.10 Proceeds All personal property in any form or fixtures derived directly or indirectly from any dealing with Collateral or that indemnifies or compensates for Collateral destroyed or damaged.

All of which property described in paragraphs 3.01 through 3.10 is hereinafter referred to as the "Collateral"

OWNERSHIP OF COLLATERAL

4. The Borrower represents and warrants that, except for the security interest created hereby, and except for purchase money obligations, the Borrower is, or with respect to Collateral acquired after the date hereof will be, the owner of the Collateral or have the right to acquire ownership and that such Collateral shall be free from any mortgage, lien, charge, security interest or encumbrance. "Purchase money obligations" means any mortgage, lien, other encumbrance or security interest upon property assumed or given back as part of the purchase price of such property or arising by operation of law or any extension or renewal or replacement thereof upon the same property, if the principal amount of the indebtedness secured thereby is not increased and provided, further, that such purchase money security interest(s) is continuously perfected in accordance with the applicable purchase money security interest rules set forth in the PPSA.

INSURANCE

5. The Borrower shall keep the Collateral insured against loss or damage by fire and such other risks as the Credit Union may reasonably require to the full insurable value thereof, and shall either assign the insurance policies to the Credit Union or have the loss thereunder made payable to the Credit Union as it may require. At the request of the Credit Union such insurance policies shall be delivered to and held by it. Should the Borrower neglect to maintain such insurance the Credit Union may insure, and any premiums paid by the Credit Union together with interest thereon shall be payable by the Borrower to the Credit Union upon demand.

LIENS, ETC.

6. Subject to paragraph 4 hereof, the Borrower shall keep the Collateral free and clear of all taxes, assessments, claims, liens, and encumbrances and shall promptly notify the Credit Union of any loss or damage to the Collateral or any part thereof.

USE OF COLLATERAL

7. Until default as hereinafter defined, the Borrower may, subject to the provisions of paragraph 10 hereof, use the Collateral in any lawful manner not inconsistent with this Agreement or with the terms or conditions of any policy of insurance thereon, and sell the same in the ordinary course of business.

INFORMATION AND INSPECTION

8. The Borrower shall from time to time forthwith on request furnish to the Credit Union in writing all information requested relating to the Collateral or any part thereof, and the Credit Union shall be entitled from time to time to inspect the tangible Collateral wherever located including, without limitation, the books and records of the Borrower and for such purpose the Credit Union shall have access to all places where the Collateral or any part thereof is located and to all premises occupied by the Borrower at all reasonable times and without notice.

DEFAULT

9.01 Upon default by the Borrower in payment of all or any part of the indebtedness or liability of the Borrower to the Credit Union, in the performance or observance of any of the provisions hereof or of any other contract entered into by the Borrower in favour of the Credit Union (in this agreement called "default") the Credit Union may appoint, in writing, any person to be a receiver (which term shall include a receiver and manager) of the Collateral, including any rents and profits thereof, and may remove any receiver and appoint another instead thereof, and such receiver so appointed shall have the power to take possession of the Collateral and to carry on or concur in carrying on the business of the Borrower, and to sell or concur in selling the Collateral or any part thereof. Any such receiver shall for all purposes be deemed to be the agent of the Borrower. The Credit Union

may from time to time fix the remuneration of such receiver. All moneys from time to time received by such receiver shall be paid thereby first in discharge of all rents, taxes, rates, insurance premiums and outgoing affecting the Collateral, secondly in payment of the remuneration due thereto as receiver, thirdly, in keeping in good standing any liens and charges on the Collateral prior to the security constituted by this agreement, and fourthly in or toward payment of such parts of the indebtedness and liability of the Borrower to the Credit Union as to the Credit Union seems best, and any residue of such moneys so received shall be paid as required by law. The Credit Union in appointing or retaining from appointing such receiver shall not incur any liability to the receiver, the Borrower, or otherwise.

9.02 In addition to the rights and remedies specifically provided herein, the Credit Union shall, upon default, have the rights and remedies of a secured party under the PPSA.

9.03 Subject to the provisions of the PPSA, the Borrower shall be entitled to not less than fifteen days' notice in writing of the date, time and place of any public sale or of the date after which any private disposition of the Collateral is to be made.

RECEIVABLES

10. The Credit Union may collect, realize, sell or otherwise deal with the Receivables or any part thereof in such manner, upon such terms and conditions and at such time or times as may seem to it advisable and without notice to the Borrower (except in the case of sale and then subject to paragraph 9.03 hereof). The Credit Union shall not be liable or accountable for any failure to collect, realize, sell or obtain payment of the Receivables or any part thereof and shall not be bound to institute proceedings for the purpose of collecting, realizing, or obtaining payment of the same or for the purpose of preserving any rights of the Credit Union, the Borrower or any other person, firm or corporation in respect of the same. All moneys collected or received by the Borrower in respect of the Receivables shall be received as trustee for the Credit Union and shall forthwith be paid over to the Credit Union. All moneys collected or received by the Credit Union in respect of the Receivables or other Collateral may be applied on account of such parts of the indebtedness and liability of the Borrower as to the Credit Union seems best or in the discretion of the Credit Union may be released to the Borrower, all without prejudice to the liability of the Borrower or the Credit Union's right to hold and realize the security granted by this Agreement.

CHARGES AND EXPENSES

11. The Credit Union may charge on its own behalf and pay to others reasonable sums for expenses incurred and for services rendered (expressly including legal advice and services) in or in connection with realizing, disposing of, retaining or collecting the Collateral or any part thereof, and such sums shall be a first charge on the proceeds of realization, disposition or collection.

FURTHER ASSURANCES

12. The Borrower shall from time to time forthwith on the Credit Union's request do, make and execute all such financing statements, further assignments, documents, acts, matters and things as may be required by the Credit Union of or with respect to the Collateral or any part thereof or as may be required to give effect to these presents and the Borrower hereby constitutes and appoints the Vice-President of Credit of the Credit Union the true and lawful attorney of the Borrower irrevocable with full power of substitution to do, make and execute all such statements, assignments, documents, acts, matters or things with the right to use the name of the Borrower whenever and wherever it may be deemed necessary or expedient.

DEALINGS BY THE CREDIT UNION

13. The Credit Union may grant extensions of time and other indulgences, take and give up securities, accept compromises, grant releases and discharges and otherwise deal with the Borrower, debtors of the Borrower, guarantors, sureties and others and with the Collateral and other securities as the Credit Union may see fit without prejudice to the liability of the Borrower or the Credit Union's right to hold and realize this security.

COVENANTS

14. The Borrower covenants with the Credit Union to notify the Credit Union of:
- (a) Any change in the information contained herein relating to the Borrower, the Borrower's business or the Collateral;
 - (b) The details of any claims, loss or damage to the Collateral;
 - (c) To keep the collateral in good order, condition and repair;
 - (d) To execute, acknowledge and deliver any documentation requested by the Credit Union in order to give effect to this Agreement and to pay all costs for searches and filings in connection therewith;
 - (e) To pay all taxes, rates, levies, assessments and other charges of every nature which may be levied, assessed or imposed as against or in respect of all Borrower or the Collateral;
 - (f) To insure the Collateral for such periods in such amounts on such terms and against loss or damage by fire and such other risk as may be appropriate with loss payable to the Credit Union and the Borrower as insureds as their respective interest may appear to pay all premiums relating thereto.

LOCATION OF COLLATERAL

15. The Collateral, to the extent it consists of tangible personal property is now and will hereafter be kept at the following place or places: _____ and subject to the provisions of paragraph 7 hereof, none of the Collateral shall be removed therefrom without the written consent of the Credit Union.

GENERAL

16. This agreement
- (a) shall be a continuing agreement in every respect;
 - (b) shall be governed by the laws of the Province of Ontario; and
 - (c) may be terminated by the Borrower by written notice delivered to the Credit Union at 2280 Bloor Street West, Toronto, Ontario M6S 1N9, at any time when the Borrower is not indebted or liable to the Credit Union. No remedy for the enforcement of the rights of the Credit Union hereunder shall be exclusive of or dependent on any other such remedy but any one or more of such remedies may from time to time be exercised independently or in combination. The parties hereto have not agreed to postpone the time for attachment of the security interest granted hereby. For greater certainty it is declared that any and all future loans, advances or other value which the Credit Union may in its discretion make shall be secured by this agreement. If more than one person executes this agreement their obligations hereunder shall be joint and several.

The Borrower agrees that the Credit Union may send, by prepaid ordinary mail, copies of any documents that the PPSA requires the Credit Union to send. Any such notice shall be deemed to be received five (5) days after mailing, in the manner set forth above, to the last known address of the Borrower. The Borrower hereby waives any right that the Borrower may have to receive a copy of any Financing Statement or Financing Change Statement registered in respect of this Agreement.


IN WITNESS WHEREOF the Borrower has executed this Agreement October 9, 2015.

Receipt of a true copy of this agreement acknowledged by the Borrower Debtor

SASI MACH Limited
(Corporate Borrower Debtor's Name)



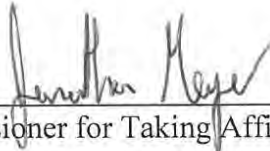
Witness

Per: 

Sandra Demaria - President
Signature of Individual or Authorized Officer
(I have authority to bind the Corporation)

TAB NN

THIS IS EXHIBIT "NN" REFERRED TO IN THE
AFFIDAVIT OF OKSANA PROCIUK SWORN
BEFORE ME THIS 6th DAY OF NOVEMBER, 2018.



A Commissioner for Taking Affidavits, etc.

Jonathan Elan Meyer,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires April 21, 2020.

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 305
RUN DATE : 2018/11/01
ID : 20181101143319.69

REPORT : PSSR060
PAGE : 1
(9328)

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE
OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR

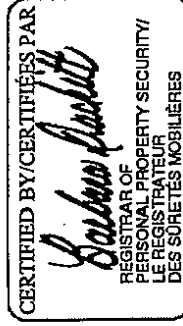
SEARCH CONDUCTED ON : SASI MACH LIMITED

FILE CURRENCY : 31OCT 2018

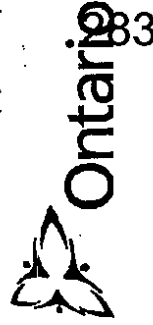
ENQUIRY NUMBER 20181101143319.69 CONTAINS 6 PAGE(S), 2 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

DENTONS CANADA LLP - ANNETTE FOURNIER
400-77 KING STREET WEST
TORONTO ON M5K 0A1



CONTINUED... 2



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 305
RUN DATE : 2018/11/01
ID : 20181101143319.69

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SASI MACH LIMITED
FILE CURRENCY : 31OCT 2018

FORM IC FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
710855613

01 CATION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES NO. OF PAGES UNDER PERIOD
002 2 20151014 1548 6083 6742

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
03 NAME BUSINESS NAME ADDRESS

04 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
05 NAME BUSINESS NAME ADDRESS

06 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
07 NAME BUSINESS NAME ADDRESS

08 SECURED PARTY / LIEN CLAIMANT ADDRESS 03C
09 ADDRESS

10 COLLATERAL CLASSIFICATION CONSUMER MOTOR VEHICLE AMOUNT DATE OF MATURITY OR NO. FIXED
11 YEAR MAKE MODEL YEAR MAKE MODEL VILIN
12 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION
14 COLLATERAL DESCRIPTION
15 REGISTERING AGENT ADDRESS

16 REGISTERING AGENT ADDRESS
17 ADDRESS



CONTINUED . . .

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY.***

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 305
RUN DATE : 2018/11/01
ID : 20181101143319.69

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SASI MACH LIMITED
FILE CURRENCY : 31OCT 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER : 710855685
01 CATION PAGE NO. OF PAGES : 001 2
REGISTERED UNDER PERIOD : 20151014 1551 6083 6743 F PPSA 5

02 DEBTOR NAME : SASI MACH LIMITED
03 BUSINESS NAME : SASI MACH LIMITED
04 ADDRESS : 211 WOODLAND ACRES CRESCENT VAUGHAN ONTARIO CORPORATION NO: 2486071 L6A 1G1

05 DEBTOR NAME : BUDDHCHIST CREDIT UNION LIMITED
06 BUSINESS NAME : BUDDHCHIST CREDIT UNION LIMITED
07 ADDRESS : 3015 WINSTON CHURCHILL BOULEVARD, UNIT 1 MISSISSAUGA ON L5L 2V8

08 SECURED PARTY / LIEN CLAIMANT : BUDDHCHIST CREDIT UNION LIMITED
09 ADDRESS : 3015 WINSTON CHURCHILL BOULEVARD, UNIT 1 MISSISSAUGA ON L5L 2V8

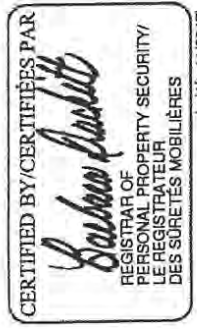
10 COLLATERAL CLASSIFICATION : CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MOTOR VEHICLE AMOUNT DATE OF MATURITY OR MATURITY DATE NO FIXED VALUE

11 MOTOR VEHICLE : YEAR MAKE : MODEL : VALUE

13 GENERAL COLLATERAL DESCRIPTION : NOTICE OF ASSIGNMENT OF RENT'S GENERAL

16 REGISTERING AGENT : BURYCH LAWYERS
17 ADDRESS : 204 - 89 QUEENSWAY WEST MISSISSAUGA ON L5B 2V2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
CONTINUED... 5



PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY RESPONSE
 CERTIFICATE

REPORT : PSSR060
 PAGE : 5
 (9332)

RUN NUMBER : 305
 RUN DATE : 2018/11/01
 ID : 20181101143319.69

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : SASI MACH LIMITED
 FILE CURRENCY : 31OCT 2018

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER 710855685
 01 CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
 FILING NO. OF PAGES NO. UNDER PERIOD
 002 2 20151014 1551 6083 6743

02 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 03 NAME BUSINESS NAME ADDRESS
 04 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 05 DEBTOR DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME ONTARIO CORPORATION NO.
 06 NAME BUSINESS NAME ADDRESS
 07 SECURED PARTY / LIEN CLAIMANT ADDRESS 03C

10 COLLATERAL CLASSIFICATION: CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO. FIXED
 GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

11 MOTOR YEAR MAKE MODEL V.I.N.
 12 VEHICLE
 13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION
 16 REGISTERING AGENT ADDRESS
 17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
 CONTINUED...



PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE
CERTIFICATE

RUN NUMBER : 305
RUN DATE : 2018/11/01
ID : 20181101143319.69

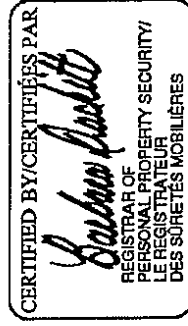
REPORT : PSSR060
PAGE : 6
(9333)

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SASI MACH LIMITED
FILE CURRENCY : 31OCT 2018

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

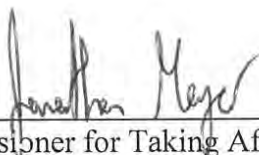
FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
710855613	20151014 1548 6083 6742		
710855685	20151014 1551 6083 6743		

2 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.



TAB 00

THIS IS EXHIBIT "OO" REFERRED TO IN THE
AFFIDAVIT OF OKSANA PROCIUK SWORN
BEFORE ME THIS 6th DAY OF NOVEMBER, 2018.



A Commissioner for Taking Affidavits, etc.

Jonathan Elan Meyer,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires April 21, 2020.

October 17, 2018

File No.: 225876-11

DELIVERED VIA COURIERSasi Mach Limited
211 Woodland Acres Crescent
Maple, Ontario L6A 1G1Artur Arzumanyan, tenant at
506 Wilson Heights Boulevard,
North York, Ontario M3H 2V6Sandra Demaria
211 Woodland Acres Crescent
Maple, Ontario L6A 1G1Daniel Caldwell Mitchell, tenant at
506 Wilson Heights Boulevard,
North York, Ontario M3H 2V6

Attention: to whom it may concern

**RE: Buduchnist Credit Union Limited ("BCU") loan to Sasi Mach Limited (the "Owner"),
Tenants at 506 Wilson Heights Boulevard, North York, Ontario (the "Property")**

Please be advised that we act for BCU, the first mortgagee on the above Property.

The Owner is in default pursuant to the terms of the Loan. Under section 50(2) of the *Mortgages Act* (Ontario), the Owner and the tenant are required to produce a copy of any written tenancy agreement they have with respect to the above-noted Property forthwith to BCU at 2280 Bloor Street West, Toronto, Ontario M6S 1N9 with a copy to us at the address noted above. Whether or not a written tenancy agreement exists, the Owner and the tenant are required to provide to BCU and to us at the addresses provided above, the particulars set out in the attached information sheet.

In this regard, we would request that you complete the attached information sheet and provide the same together with a copy of your lease/rental agreement to BCU with a copy to us as soon as possible.

If you have any questions or concerns, please do not hesitate to contact the undersigned.

Yours truly,
DENTONS CANADA LLP



Alexandra North

cc: Buduchnist Credit Union Limited, by email

INFORMATION SHEET

Re: Tenancy at

Name of Landlord:

Name(s) of Tenant(s): _____

Telephone Number of Tenant: _____ Number of Tenant(s): _____

Email address of _____

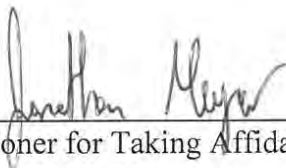
Tenant: [check one/

Month to Month Tenancy: yes no Lease: yes no TRUE COPY ATTACHED If Lease, please complete the following:

Date Lease Signed:	
Term of Tenancy:	_____ year (s) _____ month(s) from: _____ month/day/year to: _____ month/day year
First Payment Due:	
Lease Expiry Date:	
Amount of Monthly Payments:	
Payment Date:	
Amount of prepaid rent (if any)	
Last rental payment made to landlord.	
Last increase:	
Interest on prepaid rent to:	
Is Landlord in default. If so, please specify.	
Full names of persons 18 years and older living at the premises.	

TAB PP

THIS IS EXHIBIT "PP" REFERRED TO IN THE
AFFIDAVIT OF OKSANA PROCIUK SWORN
BEFORE ME THIS 6th DAY OF NOVEMBER, 2018.



A Commissioner for Taking Affidavits, etc.

Jonathan Elan Meyer,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires April 21, 2020.



TAX CERTIFICATE

5100 Yonge Street, Toronto ON M2N 5V7
Tel: 311 Outside city limits: (416) 392-CITY (2489) Fax: (416) 696-3640
(UNDER SECTION 352 OF THE MUNICIPAL ACT, 2001 S.O. 2001, C. 25 AND
SECTION 317 OF THE CITY OF TORONTO ACT, 2006, S.O. 2006, C. 11)

Assessment Roll Number
19-08-05-2-150-04600-0000-0 2

Issued to:
Dentons Canada LLP
Cathy Charlton
77 King Street West
Toronto ON M5K 0A1

DESCRIPTION OF PROPERTY		
506 WILSON HEIGHTS BLVD PLAN 3457 L 20		
TAX SUMMARY		
2018	Taxes	4,527.97

Your Ref. No.: Matter No. 228576-11
Statement Showing Taxes as at: October 11, 2018

MESSAGES
Contact S. Wilson & Co. Bailiffs (416-633-1416) for prior years(s) taxes. Amounts shown do not include fees.

OUTSTANDING TAXES						
Year	Description	Taxes	Interest	Fees	Total	Related Roll Number
2018	Real Estate 2018	4,527.97	276.55	0.00	4,804.52	
2018	WATER-101917	193.03	21.69	37.71	252.43	
2018	WATER-030118	226.15	14.15	38.46	278.76	
2017	Real Estate 2017	2,315.57	434.54	61.60	2,811.71	
2017	WATER-022317	193.35	41.14	72.33	306.82	
2017	WATER-070617	268.28	40.20	131.49	439.97	
	Total:	7,724.35	828.27	341.59	8,894.21	

Important Notice: PLEASE ADVISE YOUR CLIENT OF TAXES NOT YET DUE

FUTURE INSTALLMENTS				
Due Date	Amount Due	Description	Related Roll Number	
October 17, 2018	195.53	WATER-062118		
Total:	195.53			



CHANGE OF OWNERSHIP NOTICE

Call Here
RCS-G16

Return To: City Of Toronto
Revenue Services
PO Box 4300, STN A
Toronto ON M5W 3B5
Fax: (416) 696-3640

Assessment Roll Number
19-08-05-2-150-04600-0000-0 2

Issued to:
Dentons Canada LLP
Cathy Charlton
77 King Street West
Toronto ON M5K 0A1

Your Ref. No.: Matter No. 228576-11

DESCRIPTION OF PROPERTY
506 WILSON HEIGHTS BLVD PLAN 3457 L 20
MESSAGES

CHANGES	
Owner(s)	Surname _____ Given Name _____
	Surname _____ Given Name _____
	Surname _____ Given Name _____
Mailing Address	_____
Postal Code	_____
Property Address	_____

*** PLEASE RETURN THIS PART OF THE FORM AFTER THE DATE OF CLOSING - THANK YOU **

Closing Date _____

Signature _____



TAX CERTIFICATE

5100 Yonge Street, Toronto ON M2N 5V7
Tel: 311 Outside city limits: (416) 392-CITY (2489) Fax: (416) 696-3640
(UNDER SECTION 352 OF THE MUNICIPAL ACT, 2001 S.O. 2001, C. 25 AND SECTION 317 OF THE CITY OF TORONTO ACT, 2006, S.O. 2006, C. 11)

Assessment Roll Number
19-08-05-2-150-04600-0000-0 2

Issued to:
Dentons Canada LLP
Cathy Charlton
77 King Street West
Toronto ON M5K 0A1

Table with 2 columns: Description of Property (506 WILSON HEIGHTS BLVD, PLAN 3457 L 20) and Tax Summary (2018 Taxes: 4,527.97)

Your Ref. No.: Matter No. 228576-11
Statement Showing Taxes as at: October 11, 2018

I hereby certify that the above statement shows all arrears of taxes (prior years) and unpaid current year's taxes against the above lands, and proceedings have not been commenced under the Municipal Tax Sales Act, 1990 or the Municipal Act, 2001, S.O. 2001, C.25, as amended and the City of Toronto Act 2006 S.O. 2006, C.11, unless otherwise indicated below.

THIS CERTIFICATE IS ISSUED SUBJECT TO CHEQUES TENDERED IN PAYMENT OF TAXES BEING HONoured BY THE BANK
FEE PAID 67.30 for each separate parcel

Handwritten signature of the Treasurer

Treasurer, City of Toronto

Important Notes:

- 1. This Certificate covers levied Tax Arrears or Current Taxes.
2. There are a variety of services which may be added to the Collector's Roll and collected as Taxes.
3. The amount of the levy does not include subsequent supplementary taxes that may be levied and added pursuant to Section 33 and 34 of the Assessment Act, R.S.O. 1990, as amended, nor does it include adjustments that may be made pursuant to Sections 357, 358 and 359 of the Municipal Act, 2001 S.O. 2001, c.25, as amended, Sections 323, 325 and 326 of the City of Toronto Act, 2006, S.O. 2006, C. 11, Section 40 of the Assessment Act, R.S.O. as amended, or any legislative amendments that provide for further adjustments.
4. This Certificate is exclusive of any Local Improvement charges that have not been added to the Collector's Roll at the date of this Certification.
5. This certificate is subject to any apportionment which may be made pursuant to Section 356 of the Municipal Act, 2001, S.O. 2001, c.25, as amended or Section 322 of the City of Toronto Act, 2006, S.O. 2006, C. 11.
6. This certificate is subject to any phase-in/capping recalculation made pursuant to Section 318 of the Municipal Act, 2001, S.O. 2001, c.25, as amended or Section 282 of the City of Toronto Act, 2006, S.O. 2006, C. 11.
7. An administrative fee will be added to the account when there is an ownership transfer. For more information please visit our website at www.toronto.ca/taxes/property_tax and click to our fees page for current charges.



CHANGE OF OWNERSHIP NOTICE

City of Toronto
RCS-G16

Return To: City Of Toronto
Revenue Services
PO Box 4300, STN A
Toronto ON M5W 3B5
Fax: (416) 696-3640

Assessment Roll Number
19-08-05-2-150-04600-0000-0 2

Issued to:
Dentons Canada LLP
Cathy Charlton
77 King Street West
Toronto ON M5K 0A1

Your Ref. No.: Matter No. 228576-11

Form containing property description (506 WILSON HEIGHTS BLVD, PLAN 3457 L 20) and a section for messages.

Form titled 'CHANGES' with fields for Owner(s) (Surname, Given Name), Mailing Address, Postal Code, and Property Address.

*** PLEASE RETURN THIS PART OF THE FORM AFTER THE DATE OF CLOSING - THANK YOU **

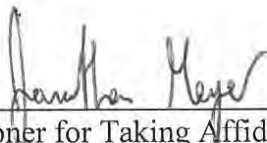
Closing Date

Signature

TAXCER003A

TAB QQ

THIS IS EXHIBIT "QQ" REFERRED TO IN THE
AFFIDAVIT OF OKSANA PROCIUK SWORN
BEFORE ME THIS 6th DAY OF NOVEMBER, 2018.



A Commissioner for Taking Affidavits, etc.

Jonathan Elan Meyer,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires April 21, 2020.

October 25, 2018

File No.: 228576-11

**DELIVERED VIA REGISTERED MAIL
DELIVERED VIA COURIER
DELIVERED VIA REGULAR MAIL
DELIVERED VIA EMAIL**

Sasi Mach Limited
211 Woodland Acres Crescent
Maple, Ontario L6A 1G1

Attention: Sandra Demaria

RE: Indebtedness of Sasi Mach Limited (the "Borrower") pursuant to a loan made by Buduchnist Credit Union Limited (the "Lender") in the principal amount of \$525,000 (the "Loan") secured by real property municipally known as 506 Wilson Heights Boulevard, Toronto, Ontario (the "Property")

Please be advised that we are counsel to the Lender in connection with the indebtedness and liability owing by the Borrower to the Lender in respect of the Loan.

In this regard, reference is made to the following agreements:

1. Mortgage Loan Agreement dated October 9, 2015 among the Lender, the Borrower and Sandra Demaria (the "Guarantor") (the "Mortgage Loan Agreement");
2. Commitment Letter dated October 9, 2015 among the Lender, the Borrower and the Guarantor (together with the Mortgage Loan Agreement, collectively, the "Loan Agreement");
3. Charge/Mortgage over the Property legally described as LT 20 PL 3457 North York; Toronto (N York), City of Toronto; registered as instrument number AT4035753 with the Land Registry Office in the Land Titles Division of Toronto (#66) (the "Charge");
4. Notice of Assignment of Rents and Leases – General registered over the Property as instrument number AT4035754 with the Land Registry Office in the Land Titles Division of Toronto (#66);
5. General security agreement dated October 9, 2015 granted by the Borrower in favour of the Lender; and
6. Guarantee and Postponement of Claim dated October 9, 2015 and October 14, 2015, each executed by the Guarantor.

The Borrower is in default of the Loan Agreement and under the terms of the Charge since September 14, 2018 for non payment of the Loan and such default under the Charge entitles the Lender, pursuant to section 13 of the Standard Charge Terms 200033 which are incorporated by reference into the Charge, to accelerate the Loan together with interest thereon such that it is immediately due and payable. The Charge also entitles the Lender to take steps to enforce the security granted to it thereunder.


The Lender hereby demands repayment of all amounts due and owing by the Borrower to the Lender under the foregoing agreements, namely the amount of \$485,485.85 as at October 24, 2018 (the "**Indebtedness**") plus all accruing costs and expenses. The Indebtedness consists of \$485,485.85 in outstanding principal as at October 24, 2018 and \$4,137.17 of accrued interest as of October 24, 2018. Please note that the Loan will continue to accrue interest at the daily rate of \$60.11 and the Lender will continue to incur costs and expenses, for which the Borrower will be responsible, until payment of all amounts hereunder is received by the Lender. Payment may be made by way of certified cheque or bank draft payable to Buduchnist Credit Union Limited and delivered to 2280 Bloor Street West, Toronto, Ontario, M6S 1N9, attention Roman Sharanewych.

If full payment, as set forth herein, is not received by the close of business on November 5, 2018, the Lender will take whatever steps it deems appropriate to seek repayment of the said amount. To this end, we enclose for service upon you a Notice of Intention to Enforce Security in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada) (the "**Notice of Intention**"). If you are prepared to waive the ten day notice period in the Notice of Intention, please endorse the Consent and Waiver located on page two of the Notice of Intention and return to the undersigned as soon as possible.

Please note that the Lender reserves the right to proceed against you prior to the time stipulated herein in the event that the Lender determines that its position is further jeopardized.

If you have any questions or concerns, please contact the undersigned.

Yours truly,
Dentons Canada LLP


Esme Cragg

E. & O.E.
cc: Buduchnist Credit Union Limited
Sandra Demaria

Enclosure.

FORM 115

**NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) Bankruptcy and Insolvency Act)**

TO: Sasi Mach Limited, an insolvent corporation
211 Woodland Acres Crescent
Maple, Ontario L6A 1G1

TAKE NOTICE THAT:

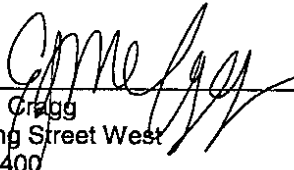
1. Buduchnist Credit Union Limited, a secured creditor, intends to enforce its security on the property of the insolvent corporation described below:

PIN No. 10213-0180 (LT)
LT 20 PL 3457 North York; Toronto (N York), City of Toronto
Province of Ontario
Land Registry Office (No. 66)

Municipally known as 506 Wilson Heights Boulevard, Toronto, Ontario
2. The security that is to be enforced is in the form of:
 - (a) a Charge/Mortgage of Land signed October 14, 2015 and registered in the Land Registry Office for the Land Titles Division of LRO (No. 66) on October 14, 2015 as Instrument No. AT4035753.
3. The total amount of the indebtedness secured by the security is \$489,623.02 as at the 24th day of October 2018.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

DATED at the City of Toronto, this 25th
day of October 2018.

BUDUKNIST CREDIT UNION LIMITED
by its solicitors
DENTONS CANADA, LLP

Per: 
Esme Cragg
77 King Street West
Suite 400
Toronto, Ontario M5K 0A1
T: (416) 863-4369
F: (416) 863-4592

CONSENT AND WAIVER

THE UNDERSIGNED hereby:

1. Acknowledges receipt of the Notice herein;
2. Waives the ten days of notice required under section 244 of the *Bankruptcy and Insolvency Act* (Canada); and
3. Consents to the immediate enforcement by Buduchnist Credit Union Limited of the Security referred to herein.

DATED this ___ day of _____, 2018.

SASI MACH LIMITED

Per: _____
Name:
Title:

October 25, 2018

File No.: 228576-11

**DELIVERED VIA REGISTERED MAIL
DELIVERED VIA COURIER
DELIVERED VIA REGULAR MAIL
DELIVERED VIA EMAIL**

Sandra Demaria
211 Woodland Acres Crescent
Maple, Ontario L6A 1G1

ATTENTION: Sandra Demaria

RE: Guarantee of Sandra Demaria of indebtedness of Sasi Mach Limited (the "Borrower") to Buduchnist Credit Union Limited (the "Lender") secured by real property municipally known as 506 Wilson Heights Boulevard, Toronto, Ontario (the "Property")

We are counsel to the Lender in connection with a loan made by the Lender to the Borrower in the original principal amount of \$525,000 (the "Loan") pursuant to a Mortgage Loan Agreement dated October 9, 2015 and a Commitment Letter dated October 9, 2015, among the Borrower, Sandra Demaria (the "Guarantor"), as guarantor, and the Lender (collectively, the "Loan Agreement").

Pursuant to Guarantee and Postponement of Claim Agreements dated October 9, 2015 and October 14, 2015 (collectively, the "Guarantees") and the terms of the charge/mortgage over the Property legally described as LT 20 PL 3457 North York, Toronto (N York), City of Toronto; registered as instrument number AT4035753 with the Land Registry Office in the Land Titles Division of Toronto (#66) (the "Charge"), you have agreed to guarantee the Borrower's obligations to the Lender, up to \$525,000, plus interest on such amount, which shall accrue from the date of this demand in accordance with section 1 of the Guarantees and section 24(a) of the Charge.

Please be advised that the Borrower is in default of the Loan Agreement for failing to make payments on account of the Loan. The Lender has issued a demand letter to the Borrower as of the date hereof (the "Demand Letter") notifying it of the default and demanding immediate repayment of all indebtedness outstanding under the Loan Agreement in the amount of \$485,485.85 as at October 24, 2018 (the "Indebtedness"), plus all accruing interests and costs. A copy of the Demand Letter is enclosed.

Pursuant to (i) the Guarantees, and specifically section 8 thereof, and (ii) the Charge, and specifically section 24(a) thereof, you have agreed to guarantee all of the obligations of the Borrower to the Lender including, without limitation, in connection with the Loan. You have also agreed, pursuant to section 11 of the Guarantees, to make payments to the Lender on account of the Borrower's indebtedness.

The Lender hereby demands repayment of the Indebtedness up to the amount of \$485,485.85, plus interest from the date hereof, in accordance with the Guarantees. Payment may be made by way of

certified cheque or bank draft payable to Buduchnist Credit Union Limited and delivered to 2280 Bloor Street West, Toronto, Ontario, M6S 1N9, attention Roman Sharanewych.

If you have any questions or concerns, please contact the undersigned.

Yours truly,
DENTONS CANADA LLP



Esme Cragg

E. & O.E.
cc: Buduchnist Credit Union Limited

Enclosure.

October 25, 2018

File No.: 228576-11

**DELIVERED VIA REGISTERED MAIL
DELIVERED VIA COURIER
DELIVERED VIA REGULAR MAIL
DELIVERED VIA EMAIL**

Sasi Mach Limited
211 Woodland Acres Crescent
Maple, Ontario L6A 1G1

Attention: Sandra Demaria

RE: Indebtedness of Sasi Mach Limited (the "Borrower") pursuant to a loan made by Buduchnist Credit Union Limited (the "Lender") in the principal amount of \$525,000 (the "Loan") secured by real property municipally known as 506 Wilson Heights Boulevard, Toronto, Ontario (the "Property")

Please be advised that we are counsel to the Lender in connection with the indebtedness and liability owing by the Borrower to the Lender in respect of the Loan.

In this regard, reference is made to the following agreements:

1. Mortgage Loan Agreement dated October 9, 2015 among the Lender, the Borrower and Sandra Demaria (the "Guarantor") (the "Mortgage Loan Agreement");
2. Commitment Letter dated October 9, 2015 among the Lender, the Borrower and the Guarantor (together with the Mortgage Loan Agreement, collectively, the "Loan Agreement");
3. Charge/Mortgage over the Property legally described as LT 20 PL 3457 North York; Toronto (N York), City of Toronto; registered as instrument number AT4035753 with the Land Registry Office in the Land Titles Division of Toronto (#66) (the "Charge");
4. Notice of Assignment of Rents and Leases – General registered over the Property as instrument number AT4035754 with the Land Registry Office in the Land Titles Division of Toronto (#66);
5. General security agreement dated October 9, 2015 granted by the Borrower in favour of the Lender; and
6. Guarantee and Postponement of Claim dated October 9, 2015 and October 14, 2015, each executed by the Guarantor.

The Borrower is in default of the Loan Agreement and under the terms of the Charge since September 14, 2018 for non payment of the Loan and such default under the Charge entitles the Lender, pursuant to section 13 of the Standard Charge Terms 200033 which are incorporated by reference into the Charge, to accelerate the Loan together with interest thereon such that it is immediately due and payable. The Charge also entitles the Lender to take steps to enforce the security granted to it thereunder.


The Lender hereby demands repayment of all amounts due and owing by the Borrower to the Lender under the foregoing agreements, namely the amount of \$485,485.85 as at October 24, 2018 (the "Indebtedness") plus all accruing costs and expenses. The Indebtedness consists of \$485,485.85 in outstanding principal as at October 24, 2018 and \$4,137.17 of accrued interest as of October 24, 2018. Please note that the Loan will continue to accrue interest at the daily rate of \$60.11 and the Lender will continue to incur costs and expenses, for which the Borrower will be responsible, until payment of all amounts hereunder is received by the Lender. Payment may be made by way of certified cheque or bank draft payable to Buduchnist Credit Union Limited and delivered to 2280 Bloor Street West, Toronto, Ontario, M6S 1N9, attention Roman Sharanewych.

If full payment, as set forth herein, is not received by the close of business on November 5, 2018, the Lender will take whatever steps it deems appropriate to seek repayment of the said amount. To this end, we enclose for service upon you a Notice of Intention to Enforce Security in accordance with section 244 of the *Bankruptcy and Insolvency Act* (Canada) (the "Notice of Intention"). If you are prepared to waive the ten day notice period in the Notice of Intention, please endorse the Consent and Waiver located on page two of the Notice of Intention and return to the undersigned as soon as possible.

Please note that the Lender reserves the right to proceed against you prior to the time stipulated herein in the event that the Lender determines that its position is further jeopardized.

If you have any questions or concerns, please contact the undersigned.

Yours truly,
Dentons Canada LLP


Esme Cragg

E. & O.E.
cc: Buduchnist Credit Union Limited
Sandra Demaria

Enclosure.

Dentons Canada LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON, Canada M5K 0A1

dentons.com

October 26, 2018

File No.: 228576-11

**DELIVERED VIA REGISTERED MAIL
DELIVERED VIA COURIER
DELIVERED VIA EMAIL**

Sasi Mach Limited
211 Woodland Acres Crescent
Maple, Ontario L6A 1G1

- and -

Sandra Demaria
211 Woodland Acres Crescent
Maple, Ontario L6A 1G1

RE: Indebtedness of Sasi Mach Limited (the "Borrower") pursuant to a loan made by Buduchnist Credit Union Limited (the "Lender") in the principal amount of \$525,000 (the "Loan") secured by real property municipally known as 506 Wilson Heights Boulevard, Toronto, Ontario (the "Property")

Please find enclosed a revised notice of intention to enforce security under subsection 244(1) of the *Bankruptcy and Insolvency Act* with respect to the above noted matter.

If you have any questions or concerns, please contact the undersigned.

Yours truly,
Dentons Canada LLP


Esmé Cragg

E. & O.E.
cc: Buduchnist Credit Union Limited

Enclosure.

NOTICE OF INTENTION TO ENFORCE SECURITY
(Subsection 244(1) *Bankruptcy and Insolvency Act*)

TO: Sasi Mach Limited, an insolvent corporation
211 Woodland Acres Crescent
Maple, Ontario L6A 1G1

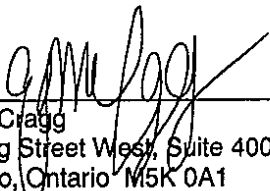
TAKE NOTICE THAT:

1. Buduchnist Credit Union Limited, a secured creditor, intends to enforce its security on the property of the insolvent corporation described below:
 - (a) all property, assets and undertakings of the insolvent company, now owned or hereafter acquired, wheresoever located; and
 - (b) the real property municipally known as 506 Wilson Heights Boulevard, Toronto, Ontario and legally described as follows:

PIN No. 10213-0180 (LT)
LT 20 PL 3457 North York; Toronto (N York), City of Toronto
Province of Ontario
Land Registry Office (No. 66)
2. The security that is to be enforced is in the form of:
 - (a) a Charge/Mortgage of Land signed October 14, 2015 and registered in the Land Registry Office for the Land Titles Division of LRO (No. 66) on October 14, 2015 as Instrument No. AT4035753;
 - (b) General Security Agreement, dated October 9, 2015; and
 - (c) General Assignment of Rents, dated October 9, 2015.
3. The total amount of the indebtedness secured by the security is \$489,623.02 as at the 24th day of October 2018, plus interest accruing thereafter and costs thereafter incurred by or charged to the secured creditor.
4. The secured creditor will not have the right to enforce the security until after the expiry of the 10-day period following the sending of this notice, unless the insolvent person consents to an earlier enforcement.

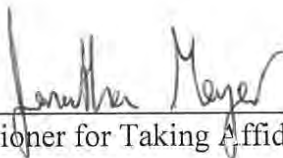
DATED at the City of Toronto, this 26th
day of October 2018.

BUDUCHNIST CREDIT UNION LIMITED
by its solicitors
DENTONS CANADA, LLP

Per: 
Esme Cragg
77 King Street West, Suite 400
Toronto, Ontario M5K 0A1
T: (416) 863-4369
F: (416) 863-4592

TAB RR

THIS IS EXHIBIT "RR" REFERRED TO IN THE
AFFIDAVIT OF OKSANA PROCIUK SWORN
BEFORE ME THIS 6th DAY OF NOVEMBER, 2018.



A Commissioner for Taking Affidavits, etc.

Jonathan Elan Meyer,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires April 21, 2020.

From: Carlo V. DeMaria [mailto:carlo@vicarhomes.com]
Sent: Wednesday, October 03, 2018 7:08 PM
To: Tom Wilson
Cc: carlo@douknow.com; sandra@vapz.com; Oksana Prociuk; Roman Sharanewych
Subject: Re: 211 Woodland Acres

Can't pay mortgage or any bills at the present time. Flat broke

Carlo V. Demaria

On Oct 3, 2018, at 4:01 PM, Tom Wilson <Tom.Wilson@buduchnist.com> wrote:

Good afternoon – please refer to the attached communication that was sent via regular mail. Your immediate attention to this matter is required and appreciated.

Regards;

Tom Wilson
Director of Commercial Credit &
Chief Risk Officer
<image001.jpg>
2280 Bloor Street West
Toronto Ontario
M6S 1N9

Tel: (416) 763-7014
Fax: (416) 763-4512

3

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager.

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www.clearswift.com

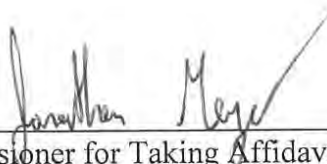
<2018_10_03_15_58_48.pdf>

3

3

TAB SS

THIS IS EXHIBIT "SS" REFERRED TO IN THE
AFFIDAVIT OF OKSANA PROCIUK SWORN
BEFORE ME THIS 6th DAY OF NOVEMBER, 2018.



A Commissioner for Taking Affidavits, etc.

Jonathan Elan Meyer,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires April 21, 2020.

AGREEMENT OF PURCHASE AND SALE

The undersigned Purchaser(s) (collectively, the "Purchaser") hereby covenants and agrees to and with the undersigned Vendor (the "Vendor") to purchase the property (the "Property") described below on the following terms and conditions:

Purchaser: SYLVIA CONFORTI Date of Birth: _____
SIN: _____

Vendor: VICAR HOMES LTD.

Property: 87 Elm Grove Avenue Town: Richmond Hill Regional Municipality: York

Legal Description: Parcel 7-1 Section M1563; Lot 7 Plan M1563; Richmond Hill

The Purchase Price for the Property is TWO MILLION, EIGHT HUNDRED AND TWENTY-FIVE THOUSAND Dollars (\$2,825,000.00) of lawful money of Canada payable to the Vendor as follows:

- (a) \$250,000.00 by certified cheque or bank draft payable to the Vendor as an Initial Deposit to be credited on account of the Purchase Price on Closing, due on acceptance of this Agreement; and
(b) The balance of the Purchase Price by Purchaser's solicitor's certified trust cheque (unless otherwise provided in the Agreement), subject to adjustments as provided in the Agreement on Closing.

The following Schedules attached hereto form part of this Agreement of Purchase and Sale (the Agreement and Schedules are collectively referred to as the "Agreement"):

Table with 2 columns: Schedule (A-I) and Description (Terms and Conditions, Tarion, Features / Finishes, Extras, Plan, Artist's Concept of the Dwelling and Floor Plan, Warning Clauses (if necessary), HST, Homeowner Information Package)

Date of Offer: 18th day of May 2017
Irrevocable Date: 24th day of May, 2017
First Tentative Closing Date: 1st day of June, 2018 (subject to the extension provisions of this Agreement)

In witness whereof I/we have hereunto set my/our hand(s) and seal(s) in the presence of:
Witness: [Signature] Purchaser: [Signature]

Purchaser's Address: _____
Purchaser's Telephone No.: Residence No.: _____
Business No.: _____
Cell No.: _____
Purchaser's Email Address: _____

The undersigned hereby accepts the Agreement and its terms, covenants and promises and agrees to and with the above-named Purchaser to duly carry out the same on the terms and conditions above-mentioned and hereby accepts the said deposit.

ACCEPTED this 19th day of May, 2017

VICAR HOMES LTD.
per: [Signature]
Name: Ricardo Demaria RICHARDO CABRAL
Title: President Director of Operations
I have authority to bind the Corporation

Purchaser's Solicitor:
HORLICK Levitt Di Iella LLP
100 SHEPPARD AVE EAST
SUITE 870
TORONTO, ONTARIO M2N 6N5

Vendor's Solicitors:
BURYCH LAWYERS (Walter P. Burych)
89 Queensway West, Suite 204
Mississauga, Ontario, L5B 2V2
Tel: 905-896-8600 Fax: 905-896-9757

SCHEDULE "A"
TERMS and CONDITIONS

1. (a) The Vendor will construct (if not already constructed) and complete upon the Property a dwelling (the "Dwelling") in accordance with the plans and specifications already examined by the Purchaser, and filed or to be filed with and approved by the relevant local governmental authority (hereinafter, "relevant Governmental Authority") in order to obtain a building permit, the general concept, specifications and floor plan of which are shown in Schedule "F". If by reason of "Unavoidable Delay" as defined in Schedule "B" annexed hereto the Vendor is required to extend the Closing, the Vendor shall be entitled to extend the Closing provided the Vendor complies with the provisions of Schedule "B" in respect of such extensions. The Dwelling shall be deemed to be completed when all interior work has been substantially completed as determined by the Vendor and purchaser, acting reasonably and provided that the provisions of paragraph 8 of Schedule "B" has been complied with and the Purchaser agrees in such case to close this transaction, with a reasonable holdback amount from the Purchase Price to be agreed upon by the Vendor and the Purchaser, on the Vendor's undertaking given pursuant to paragraph 1(b) hereof to complete the Dwelling, and the Purchaser hereby agrees to accept the Vendor's covenant of indemnity regarding construction lien claims which are the responsibility of the Vendor, its trades and/or suppliers, in full satisfaction of the Purchaser's rights under the Construction Lien Act, and will not claim any lien holdback on Closing. Subject to the foregoing, if the said Dwelling type cannot be sited or built on the Property in accordance with the requirements of the relevant Governmental Authority, the Vendor may cancel this Agreement and the Purchaser shall be entitled to a refund of the deposit monies, without interest, but in no event shall the Vendor or the real estate broker, if any, described in this Agreement or any of its agents (collectively, the "Broker") be liable for any damages or costs whatsoever. The Purchaser covenants to occupy the Dwelling forthwith after Closing.
- (b) The Vendor agrees to make available, and the Purchaser (or the Purchaser's designate) agrees to meet, a representative of the Vendor during the seven (7) day working period immediately prior to Closing to inspect the Dwelling (such inspection hereinafter referred to as the "PDI") to verify that the Dwelling has been completed in accordance with the provisions of paragraph 1(a) hereof and to confirm that the Purchaser has been provided with a Homeowner Information Package (hereinafter referred to as "HIP") from the Tarion Warranty Corporation (hereinafter, "Tarion"). The Purchaser covenants and agrees to execute a receipt for the HIP upon delivery of same. The Purchaser shall not be entitled to examine the Dwelling except when accompanied by a representative of the Vendor. The Purchaser agrees that prior to Closing he will not in any circumstances enter onto the Property without the express written authority of the Vendor and accompanied by a representative of the Vendor and any entry other than as aforesaid shall be deemed to be a trespass and the Vendor shall be entitled to exercise any rights that it may have pursuant to this Agreement or at law as a result of same. The Purchaser is to arrange the PDI with a representative of the Vendor and is to give the representative of the Vendor at least three clear (3) days prior notice of the said PDI. In the event that any items remain uncompleted at the time of such PDI, only such uncompleted items shall be listed by the Vendor on the Certificate of Completion and Possession required to be completed pursuant to the provisions of the Ontario New Home Warranties Plan Act (the "Act"), which the Purchaser covenants to execute and which Certificate of Completion and Possession SHALL CONSTITUTE THE VENDOR'S ONLY UNDERTAKING TO COMPLETE THE SAID UNCOMPLETED ITEMS AND THE DWELLING. The warranties given under the Act replace any warranties at law or otherwise. The Purchaser agrees that such uncompleted items as are included in the Certificate of Completion and Possession represent the balance of work to be completed by the Vendor with respect to the Dwelling and the Purchaser agrees that no further request for completion of items may be maintained by the Purchaser, and this shall serve as a good and sufficient release of the Vendor in that regard. The Purchaser further agrees to have noted on the Certificate of Completion and Possession at the time of the PDI any damages or defects found on the Dwelling's floor coverings, kitchen and bathroom cabinetry including countertops, bath tubs, sinks, toilets and other finished plumbing, patio and other doors, and window glass. These deficiencies listed on the Certificate of Completion and Possession will be the limit of the Vendor's repairs to these items to be completed within Tarion's time guidelines. The Purchaser further agrees that the Vendor shall have the right to enter upon the Property and Dwelling after completion of the transaction in order to complete such items as are included in the Certificate of Completion and Possession and that the Vendor will do so within a reasonable time after Closing, subject to weather conditions and the availability of supplies and trades. The Purchaser agrees that in no event shall the Purchaser be entitled to obtain possession of the Dwelling until and unless the Purchaser has executed the said Certificate of Completion and Possession. In the event that the Purchaser fails to attend the PDI and/or fails to execute the HIP receipt and/or fails to execute the Certificate of Completion and Possession prior to Closing, the Purchaser hereby irrevocably appoints the Vendor, or the Vendor's representative, as the Purchaser's lawful attorney to execute any and all documents required to complete the PDI on the Purchaser's behalf and/or acknowledge the Purchaser's receipt of the HIP and/or complete the Certificate of Completion and Possession.
- (c) Realty taxes, unearned insurance premiums, mortgage interest, fuel, water rates, assessment rates and local improvements shall be apportioned and allowed to Closing. In the event that realty taxes have not been individually apportioned or assessed in respect of the Property then, notwithstanding that such taxes may be outstanding and unpaid, the Purchaser covenants to complete this transaction and accept the Vendor's undertaking and reasonable holdback to pay realty taxes once individually assessed against this Property and the Purchaser agrees to pay on Closing a deposit to be readjusted and to be applied on account of the Purchaser's portion of realty taxes applicable to the Property. Municipal realty tax re-assessment and/or supplementary tax bills relating to the Dwelling constructed on the Property issued in respect of the period subsequent to Closing shall be the sole responsibility of the Purchaser. Notwithstanding the foregoing, the Vendor shall not be obliged to make any readjustments of the foregoing deposit in the event that such readjustment is equal to or less than \$150.00.

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(d) The Purchaser covenants and agrees to reimburse the Vendor as an adjustment on Closing for the Taron enrolment fee and applicable taxes paid by the Vendor for the Dwelling under the ^{Act} The Vendor represents that it is registered as a builder under the Act and that the Dwelling is or will be enrolled under the Act.

(e) Intentionally deleted.

(f) If any of the adjustments to be made on Closing cannot be accurately determined at the time of Closing, then the Vendor may estimate the adjustment to be made and the Closing shall take place in accordance with this estimate. There shall be a later and final adjustment when all the items to be adjusted can be accurately determined.

2. The Purchaser agrees with the Vendor as follows:

(a) Notwithstanding the Closing of this transaction, the Purchaser's covenants, warranties and agreements in this Agreement shall not merge on completion and the Purchaser shall give to the Vendor any further written assurance as may be required by the Vendor to give effect to this covenant either before or after Closing. The Vendor reserves the right for such period after Closing as is designated by the Vendor, to enter upon the Property at all reasonable hours to inspect, repair, complete or rectify construction, grading and undertake modifications to the surface drainage, including installation of catch basins, without liability therefore, and the Transfer/Deed may contain such a provision. The Purchaser agrees to forthwith upon request do, all acts and execute and deliver all documents, both before and after Closing, as may be required by the Vendor or the relevant Governmental Authority.

(b) Acceptance of construction, siting and grading by the relevant Governmental Authority shall conclusively constitute acceptance by the Purchaser. The Vendor shall have the right, with the consent of the Purchaser, to substitute materials for those designated in the plans and/or specifications provided the quality is equal or better, and also to make minor changes in plans, siting and specifications, provided there is no objection from the relevant Governmental Authority.

(c) The Purchaser will not alter the grading of the Property contrary to the drainage and/or grading control plan approved by relevant Governmental Authority, and provided that lot grading has been completed in accordance with the said approved drainage and/or grading control plan, the Purchaser is estopped both from objecting thereto and from requiring any amendments thereto. If the Vendor has not undertaken to pave or finish the driveway pursuant to this Agreement, the Purchaser shall not pave or finish the driveway without the prior written consent of the Vendor and the relevant Governmental Authority, if required by any subdivision agreement or any other agreement or requirement of any relevant Governmental Authority. Following such approval and prior to completing the driveway, the Purchaser shall notify the Vendor in writing so that water keys can be located and raised, if necessary. The Purchaser covenants and agrees not to damage or alter any service to the Property, and shall be liable for the cost of rectification of any such damage or alteration, and in the event same is not paid upon demand, the Vendor shall have the right to register a lien on title to secure such payment. The Purchaser agrees that neither the Purchaser(s) nor their successors or assigns shall construct or install a swimming pool, fencing or decking upon the Property until after the Vendor has obtained acceptance of lot grading from the relevant Governmental Authority and the Purchaser has obtained permits therefor from the relevant Governmental Authority.

(d) Unless expressly provided in this Agreement, the hot water heater, tank and filtration system, if any, are not included in the Purchase Price and shall remain chattel property. The Purchaser shall take all necessary steps to assume immediately on Closing, charges for hydro, water and other services, and the Vendor may recover any payments therefore from the Purchaser. The Purchaser acknowledges that (i) the water heater is to be non-owned; (ii) the terms governing the lease/rental for the water heater will be provided by the Vendor prior to Closing and the Purchaser shall, at its option, execute a lease/rental document containing the terms prior to Closing if required; and (iii) the terms of the lease/rental may contain a buy-out option allowing the Purchaser to purchase the water tank if desired. In the event that the Purchaser does not execute a lease/rental document, the Purchaser agrees to pay for the cost of the water tank, in addition to the Purchase Price. If any provider of hot water tanks no longer rents hot water tanks and if arrangements are not made with another supplier for the installation of a water heater on a rental basis, then notwithstanding anything to the contrary in this Agreement, the Purchaser shall pay, as an adjustment on Closing, the cost of the water heater and tank, such cost to be determined by statutory declaration sworn on the part of the Vendor. The water meter is not included in the Purchase Price.

(e) The Purchaser agrees to provide the name, address and telephone number of his solicitor to the Vendor or its solicitor in writing no later than sixty (60) days prior to the Closing. Should the Purchaser fail to provide this information and/or during such sixty (60) day period change solicitors, the Purchaser may be charged a fee plus applicable HST on the Statement of Adjustments, as determined by the Vendor and/or its solicitor. The Purchaser agrees to provide the Vendor's solicitors with a written direction as to whom title is to be conveyed no later than thirty (30) days prior to Closing, failing which the Vendor is hereby directed to convey title to the Purchaser set forth and named in this Agreement. This Agreement and the Purchaser's rights hereunder are subject and subordinate to: i) any mortgage arranged by the Vendor and any monies advanced from time to time thereunder; ii) any agreements entered or to be entered into by the Vendor with any public utility or any municipal or other governmental authority having jurisdiction relating to the development and/or servicing of the Property. The Purchaser acknowledges that notwithstanding any rule of law to the contrary that by executing this Agreement he has not acquired any equitable rights in the Property.

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(f) Keys will be released to the Purchaser either at the construction site or the sales office, or through the offices of the Vendor's solicitors, as the Vendor in its absolute discretion determines, unless otherwise specifically agreed in writing between the Vendor and the Purchaser. The Purchaser agrees that the Vendor's advice that keys are available for release to the Purchaser constitutes a valid tender of keys on the Purchaser.

(g) The Purchaser covenants and agrees that he shall pay to the Vendor in advance for all extras, upgrades or charges ordered by the Purchaser (collectively, "Extras" and individually, "Extra") plus applicable taxes at the time such order is made and the Purchaser further acknowledges and agrees that such payment is non-refundable in the event that this transaction is not completed due to the fault of the Purchaser. If any Extra is not completed or installed on or before Closing, the Purchaser shall complete this transaction notwithstanding the non-completion or non-installation of the Extra. If any Extra that has been included in this Agreement, and for which no amount has been individually allocated, has not been completed or installed in the Dwelling on Closing, then, the Purchaser shall receive on Closing a credit for such Extra in an amount determined by the Vendor, in its sole and absolute discretion. The Purchaser shall not be entitled to any credit for any Extra that is included in this Agreement if the Purchaser subsequently elects to alter, replace or delete such Extra, in the event that the Vendor has already paid for the cost of such Extra. The Purchaser further acknowledges and agrees that the amount so paid to the Purchaser (or for which, in the alternative, the Purchaser receives credit in the statement of adjustments) shall be accepted by the Purchaser as full and final settlement of any claim by the Purchaser with respect to the extras, upgrades or changes which remain incomplete as aforesaid. The Purchaser further acknowledges that the Vendor's liability with respect to such incomplete Extras shall be limited to the return of the amounts referred to above and, thereafter, there shall be no further liability upon the Vendor in connection with such incomplete Extras and upon such payment being made or credit being given, the Vendor shall be deemed to have been released from any and all obligations, claims or demands whatsoever with respect to such incomplete Extras. If the Purchaser neglects to advise the Vendor forthwith upon request as to the Purchaser's selection of finishing specifications, or orders any extras, upgrades in interior finishings, or performs any work in or about the Dwelling which causes delay in the Vendor's construction operations, the Vendor may require the Purchaser to complete this transaction on the closing date herein set out without holdback of any part of the Purchase Price, on the Vendor's undertaking to complete any of the Vendor's outstanding work, provided that occupancy of the Dwelling has been permitted by the relevant Governmental Authority. On occasion, certain extras/upgrades may be installed by the Vendor after Closing at the Vendor's discretion.

(h) The Buyer shall have the right to assign this Agreement to any person, persons, or corporation, either existing or to be incorporated, provided that (i) the Purchaser has delivered the Initial Deposit to the Vendor in full, (ii) a copy of the written assignment, executed by the Purchaser and the assignee, is given by the Purchaser to the Vendor at least ten (10) days prior to closing, (iii) the said assignment contains a covenant of the assignee in favour of the Vendor to be bound by all of the obligations of a buyer under this Agreement and to faithfully observe and perform such obligations as if the assignee was originally named as the Purchaser herein, and (iv) notwithstanding any such assignment, the original Purchaser named herein, Sylvia Conforti, shall continue to remain liable to the Vendor for all obligations under this Agreement, and the said assignment shall not be construed as a release in favour of Sylvia Conforti.

(i) The Purchaser shall accept the Property, subject to the building and other restrictions registered on title and to execute and grant any easements or right of way for installation and/or maintenance of services as may be required, both before and after Closing, by any governmental or utility authority or body.

(j) The Purchaser acknowledges that the dimensions of the Property set out in this Agreement or any schedule attached hereto or shown on drawings or plans made available to the Purchaser on site or otherwise are approximate only. If the frontage, depth or area of the Property is varied from those specified in the Agreement, or on any schedule attached hereto or shown on drawings or plans made available to the Purchaser on site or otherwise, as aforesaid, or any or all of the foregoing and provided the Property complies with relevant Governmental Authority requirements including zoning by-laws, the Purchaser agrees to accept all such variations without claim for abatement in the Purchase Price and this Agreement shall be read with all amendments required thereby. In addition to the foregoing, if minor variations to the size of the Dwelling including internal dimensions of any areas are made to the Dwelling, the Purchaser shall accept such minor variations without any abatement to the Purchase Price.

(k) The Purchaser acknowledges that the Property may require a catch basin in the rear yard and associated leads and that hydro transformers, street light poles and hydrants may front onto the Property. The Purchaser agrees to accept the Property subject to any retaining walls, catch basins, fencing, hydro transformers, street light poles, hydrants, landscaping or other enhancement features required pursuant to relevant Governmental Authority approved plans.

(l) The Purchaser acknowledges that grading and sodding shall be done between June and October of any year. The Purchaser agrees that he shall be solely responsible for watering and general maintenance of sod from Closing or from the date that sod is laid, whichever shall be the later, and the Vendor shall have no obligation in that regard. In the event the Vendor is, for any reason, required to replace laid sod, the Vendor shall not be obligated to do so until payment has been made therefore by the Purchaser and if so replaced, the Purchaser agrees to reimburse the Vendor for the costs and expenses of same as determined by the Vendor.

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(m) The Purchaser acknowledges that the relevant Governmental Authority may require the Vendor to provide the purchaser with certain notices ("Notices"), including, but not limited to, land usage, maintenance of municipal fencing, school transportation, noise levels from adjacent roadways, noise and/or vibration levels from nearby railway lines, the absence of door-to-door mail delivery, the location of "super mailboxes", and in general, any other matter that may be deemed by the relevant Governmental Authority to inhibit the enjoyment by the Purchaser of this Property. In the event any agreement with any relevant Governmental Authority is not registered as of the date of acceptance of this Agreement, and therefore the Notices are not yet available, or if after they are available, they are amended by the relevant Governmental Authority, or are inadvertently omitted or misquoted by the Vendor herein, and if the relevant Governmental Authority requires the Purchaser to receive a copy of the Notices, then a copy of the Notices as revised as necessary, shall be mailed to the Purchaser's address as shown on this Agreement or to the Purchaser's solicitor and such mailing shall be deemed to constitute appropriate notification. The Purchaser agrees to be bound by the contents of any such Notices and covenants to execute forthwith upon request, an acknowledgement containing such Notices if and when requested to do so by the Vendor. In the event that the Purchaser fails to execute such acknowledgments or amendments forthwith upon being requested to do so, the Vendor shall be entitled, at its sole option, to terminate this Agreement upon such termination, all monies paid to the Vendor hereunder shall be forfeited to the Vendor and this Agreement shall be at an end, and the Purchaser shall not have any further rights hereunder.

(n) The Purchaser specifically acknowledges that in the manufacture of finishing items, colour variances sometimes occur. The Purchaser hereby shall accept any such colour variation resulting from the manufacturing process without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligations herein. The Vendor is not responsible for shade difference occurring in the manufacture of items such as, but not limited to, finishing materials or products such as cushion floor, carpet, floor tiles, roof shingles, brick, aluminum or vinyl siding, bath tubs, water closets, sinks, electric fixtures and other such products where the product manufacturer establishes the standard for such finishes. The Vendor is also not responsible for colour variations in natural products or the finishes on natural products such as but not limited to marble, granite, hardwood flooring, kitchen cabinets, wood stair railings, spindles, trim as well as stains or finishes applied to any of the aforesaid which colours may vary when finishes are applied to them. Nor shall the Vendor be responsible for shade difference in colour of components manufactured from different materials but which components are designed to be assembled into either one product or installed in connection with another product such as but not limited to plastic toilet seats, china toilets, enamel tubs, melamine cabinet finishes and paint and in these circumstances the product as manufactured shall be accepted by the Purchaser.

(o) The Vendor shall have the option to collect and remit the harmonized sales tax ("HST"), if any, payable by the Purchaser on chattels which are purchased in this transaction as a charge on Closing and the allocation of such chattels will be estimated, if necessary, by the Vendor.

(p) All proper readjustments shall be made after Closing, if necessary, forthwith upon request. Any monies owing to the Vendor pursuant to such readjustment or as a result of any expenses incurred by the Vendor arising from a breach by the Purchaser of any of the Purchaser's obligations described in this Agreement shall be payable upon written demand by the Vendor and shall bear interest from the date of written demand at the rate of ten (10%) percent per annum, calculated daily, not in advance and shall be a charge on the Property until paid and such charge shall be enforceable in the same manner as a mortgage in default. The Vendor may reserve a Vendor's Lien, following the Vendor's usual form, for unpaid purchase monies or adjustments or claims herein provided together with the interest thereon as set forth herein, and the Vendor will upon request deliver to the Purchaser (for registration at the Purchaser's expense) a release of the Vendor's Lien after such monies have been received by the Vendor.

(q) No request by the Purchaser for homeowner service will be processed by the Vendor unless such request is in writing other than emergency service, such as no heat, water or hydro.

(r) The Purchaser hereby releases the Vendor from any liability whatsoever in respect of water damage to basement improvements made by the Purchaser and chattels stored in the basement resulting from water seepage, including any consequential damages arising therefrom. Further, the Purchaser waives his right to any claim against the Vendor for damage to the Dwelling due to shrinkage, warpage, twisting or settlement or any secondary consequential damage resulting therefrom. Further the Vendor shall not be liable for any secondary or consequential damages whatsoever which may result from any defect in materials, design or workmanship related to the Dwelling. The Purchaser agrees that this section may be pleaded by the Vendor in estoppel of any claims by the Purchaser pursuant to this section.

(s) If settlement occurs due to soil disturbances around the house, the walkways, driveways and sodded areas, all minor settlements shall be the responsibility of the Purchaser, and the Vendor will rectify any major settlement once only, and such work, unless of an emergency nature, will be completed when reasonably feasible and according to the Vendor's work program and availability of materials and tradesmen's services. The Vendor is not responsible for any damage to the Dwelling that the Vendor considers of a minor nature by reason of such settlement.

(t) Where any portion of any fence is within twelve centimeters of the Property line, such fence shall be deemed not to be an encroachment at that point (the "Permitted Encroachment") and the Purchaser agrees to accept title to the Property and to complete the sale contemplated herein, without abatement of the Purchase Price. If any portion of any fence is not deemed to be a Permitted Encroachment (an "Unpermitted Encroachment") then the Purchaser shall complete the transaction herein either upon the Vendor's undertaking to take all reasonable lawful steps to remove the Unpermitted Encroachment; or, at the Vendor's sole option, upon an abatement in the Purchase Price, such abatement to be calculated

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by multiplying the Purchase Price by the ratio of the area of the Unpermitted Encroachment to the total area of the Property.

(u) All dimensions and specifications on sales brochures and other sales aids are artists' concept only and are approximate and subject to modification without prior notice at the sole discretion of the Vendor in compliance with the Ontario Building Code. The location of mechanical installations may not be as shown on the sales brochures and will be located in accordance with approved plans and/or good construction practice and may result in room size or garage size reduction commensurate with the mechanicals being installed. The Purchaser acknowledges that if the Agreement herein calls for the Vendor to install an air-conditioning unit, the Vendor has the right to install that unit, in accordance with the Agreement, within ten (10) days after the closing date. The Purchaser shall not be entitled to any holdback on account of the Purchase Price notwithstanding that the air-conditioning unit is not installed by Closing. Notwithstanding the foregoing, in the event that the Purchaser requires the air-conditioning unit to be installed prior to Closing, the Purchaser shall make written request therefore, such request to be received not later than thirty (30) days prior to the closing date by way of separate written request addressed to the Vendor's solicitor. The Purchaser acknowledges that the Purchaser shall assume all liability for the air-conditioning unit in the event that it is stolen after its installation prior to Closing and the Vendor shall not be obliged to replace same nor shall there be any adjustment and in the Purchase Price with respect thereto.

(v) The Purchaser acknowledges that due to the nature and extent of construction work which will be required to be undertaken by the Vendor on the Property in connection with the excavation, erection and construction of the Dwelling, one or more trees may be removed from the Property and others may or will suffer damage or destruction or both before and after Closing, as a result of the removal, interference or destruction of roots, contact with the trunk by equipment or machinery or otherwise. The Purchaser hereby acknowledges, covenants and agrees that the Vendor shall not be responsible or liable in any manner, whatsoever, for any loss or destruction to trees or for any loss or destruction to the property of the Purchaser however so caused nor shall the Vendor be responsible or liable for the removal of any trees or parts thereof, from the Property at any time whatsoever. It is understood and agreed that the Vendor has made no representation, warranty, guarantee, collateral agreement or condition whatsoever, regarding the preservation, removal, condition or health of trees on the Property.

(w) The Purchaser agrees that he will not, for a period of at least five (5) years from Closing, plant any trees, shrubs hedges or other such landscaping on the Property that will interfere with, alter or change the grading or obstruct the drainage of the Property or surrounding lots or lands without the express written consent of the Vendor which consent may be unreasonably or arbitrarily withheld. The Vendor shall have the right during such period to enter on the Property without notice to the Purchaser, and to remove, without any liability, whatsoever, any such trees, shrubs, hedges or other landscaping planted on the Property in contravention of this Section without such act being a trespass.

3. (a) The Purchaser acknowledges and agrees that title may on Closing be subject to one or more subdivision, development or other agreements with relevant Governmental Authorities. The Purchaser agrees that the Vendor shall not be obligated on Closing or thereafter to obtain releases of such subdivision, development or other agreements provided that the same have been complied with as of Closing and the Purchaser shall satisfy himself as to such compliance.

(b) The Purchaser acknowledges and agrees that architectural control of external elevations, driveway construction, boulevard tree planting, landscaping, corner lot fencing (including the location of such corner lot fencing), exterior colour schemes, or any other matter external to the Dwelling may be imposed by relevant Governmental Authorities. In the event the Vendor is required, in compliance with such architectural control requirements, to construct an external elevation for this Dwelling other than as specified in this Agreement, or amend the driveway location siting or construction, boulevard tree planting or landscaping plan for this Dwelling (all of which is hereinafter referred to as the "Amended Elevation"), the Purchaser hereby irrevocably authorizes the Vendor to complete the Dwelling herein including the required Amended Elevation, and the Purchaser hereby irrevocably agrees to accept such Amended Elevation in lieu of the elevation specified in this Agreement. The Vendor shall have the right, in its sole discretion, to construct the hereinbefore described Dwelling either as shown on the sales brochures, renderings and other plans and specifications therefor reviewed and approved by the Purchaser, or, to construct such Dwelling on a reverse mirror image plan, including reversal of garage siting and reversal of interior floor plan layout. Construction of a reverse mirror image Dwelling plan is hereby irrevocably accepted by the Purchaser without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligations as to construction of the Dwelling type hereinbefore described. Further, in the event the Vendor determines, at its sole discretion, to construct the Dwelling at a grade level different than as depicted in the sales brochures, renderings and other plans and specifications therefor reviewed and approved by the Purchaser, necessitating a step or series of steps to the front door, side door, rear door, or any door from the garage to the interior of the Dwelling, the Purchaser hereby irrevocably agrees to accept such change without any right of abatement of Purchase Price and in full satisfaction of the Vendor's obligation as to construction of the Dwelling type hereinbefore described.

(c) If: (a) there is an increase after the date of execution of this Agreement in any levy, development charge, education development charge, impost charge, fee or assessment, capital contribution, GO Transit or similar transportation charges (collectively, the "Existing Levy") imposed as of that date by the municipality, regional municipality, the public or separate school board or any other governmental authority having jurisdiction; or (b) any of the aforesaid authorities impose a new or any other levy, development charge or education development charge, impost charge, fee or assessment, capital contribution, GO Transit or similar transportation charges (collectively referred to as the "New Levy") under any legislation after the date of execution of this Agreement, then the Purchaser shall not pay the

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increase to the Existing Levy and/or the amount of the New Levy, as the case may be, as an adjustment on Closing plus any applicable tax(es) exigible thereon.

(d) In the event any mortgages are outstanding on Closing, the discharge of which is the Vendor's obligation, the Purchaser agrees to accept the Vendor's solicitor's undertaking to obtain and register the discharge of the same within a reasonable period of time after Closing in full satisfaction of the Vendor's obligation in that regard. The Vendor warrants that, on Closing, all conditions imposed by any relevant Governmental Authority which restrict occupancy will have been complied with. The Purchaser shall not call for the production on Closing of an occupancy permit issued by the relevant Governmental Authority (if provided by the relevant Governmental Authority) but shall accept the Vendor's undertaking to produce same after Closing upon receipt from the relevant Governmental Authority. This Agreement is conditional upon the Vendor obtaining all necessary building permits which shall be obtained by the Vendor at its sole expense, on or before Closing. In the event that this condition has not been satisfied by Closing, or at such other date as may be otherwise set out in this Agreement, as the case may be, then this Agreement shall be null and void and all monies paid hereunder shall be thereupon returned to the Purchaser without interest, unless otherwise prescribed by law, and the Purchaser does hereby expressly consent to such termination.

4. Provided the title is good and free from all encumbrances except as herein provided, and except as to building and other restrictions, and to any easement or right-of-way granted or to be granted for installation and/or maintenance of service, television transmission and other communication network, internet and cable systems, mutual driveways and any common right-of-way and for maintenance of adjoining dwellings, if applicable. After Closing, if required by the relevant Governmental Authority or the Vendor, the Purchaser shall provide the Vendor and/or the adjoining landowner with a maintenance easement over part of the Property for the maintenance of the adjoining dwelling if the Property was not subject to such easement on Closing. The Purchaser accepts legal access to the Property even though it may be restricted by 0.3 metre reserves owned by the relevant Governmental Authority and not yet dedicated as public highway. If the Property borders land owned by any government, utility, or railway, such authority may require fences, entrance gates or other structures to be located within the Property line and the Purchaser agrees to accept same and agrees to maintain same, if required by such authority. Furthermore, title to the Property may be subject to encroachments by portions of the buildings located on abutting lands, including eaves, eavestroughing, or other attachments to the roofs, and the Purchaser further acknowledges that portions of the Dwelling may encroach onto abutting lands where the right to do so exists. The Purchaser is not to call for the production of any title deeds, abstract or other evidence of title except as are in the possession of the Vendor. The Purchaser is to be allowed sixty (60) days prior to the closing date to examine the title at his own expense and if, within that time, any valid objection to title is made in writing to the Vendor which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive this Agreement shall (except for the Purchaser's obligations for extras or changes), notwithstanding any intermediate act or negotiations be void and the deposit monies shall be returned, without interest, and the Vendor and the Broker shall not be liable for any damages or costs whatsoever. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Property. The Vendor shall provide the Purchaser with its standard undertaking and statutory declaration and is not required to sign nor provide any other documents nor is the Vendor's solicitor required to reply to any requisition from the Purchaser's solicitor that is otherwise addressed in this Agreement, the Vendor's documents or, in the Vendor's solicitor's opinion, is otherwise not applicable.

5. Any tender of closing documents or money or giving of notice herein may be made or given either upon or to the party hereto or his solicitor, and money must be tendered by negotiable cheque certified by a Canadian Schedule "A" chartered bank drawn on the Purchaser's solicitors trust account. Provided further, that tender for any reason by the Vendor shall be deemed as sufficiently made when all requisite deliveries are delivered to the Purchaser's solicitor's office, whether such delivery is personal, via facsimile transmission or via courier. The Vendor may assign this Agreement and its covenants and obligations herein to a third party, provided following such assignment, the Vendor shall notify the Purchaser of such assignment and the Vendor shall be released of all of its obligations hereunder.

6. The Purchaser acknowledges that he has purchased the Dwelling on the basis of plans which he has viewed and not from a model.

7. The Purchaser acknowledges receipt of notice from the Vendor that the Vendor may apply for a re-zoning with respect to blocks or lots not purchased hereunder as laid down by the plan of subdivision within which the Property is situate or with regard to the lands adjacent to or near the lands laid down by such plan of subdivision, and the Purchaser, and the Purchaser's heirs, executors, successors and assigns, shall consent to any such application and agrees that this paragraph may be pleaded as a bar to any objection by the Purchaser to such re-zoning. The Purchaser covenants to include this clause in any conveyance, mortgage or disposition of the Property and to assign the benefit of such covenant to the Vendor.

8. If after taking possession of the Dwelling, the Purchaser shall complete and/or install, or cause to be completed and/or installed, any additions and/or improvements such as, but not limited to, porches, patios, plantings, paved driveways or fences located within six (6) feet of an external wall, the Purchaser will remove such addition and/or improvements prior to the Vendor taking any corrective actions which it is required to take. If after taking possession of the Dwelling, the Purchaser shall complete and/or install any improvements, additions or alterations thereto, including, but not limited to, finishing basement, wallpapering, cabinetry and/or mouldings and/or finishings, the Purchaser shall be required to remove such improvements, additions or alterations at his own expense, in the event that the Vendor shall be required to carry out any repairs or replacements to the Dwelling in the area of such improvements, additions or

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alterations. The Purchaser acknowledges and agrees that the warranty under the Act will not apply to any of the aforesaid improvements, additions or alterations nor to any part of the Dwelling that has been worked upon by the Purchaser relating thereto.

9. If the Purchaser shall without the consent in writing of the Vendor, enter upon the Property and carry out changes or additions to the Dwelling (the "Unlawful Works") being constructed by the Vendor, the Purchaser will forthwith pay to the Vendor the amount incurred by it in order to correct any damages caused by the installation or existence of the Unlawful Works including, without limiting the generality of the foregoing, time lost by the resulting delays and interest on monies invested, and at the Vendor's option it may declare this Agreement null and void. In addition to the foregoing, if the Unlawful Works shall be determined by any inspector having jurisdiction in that regard as not complying with the statutes, by-laws or regulations applying thereto, the Purchaser shall forthwith carry out any required work to remedy any such non-compliance and failing which, at its option may carry out such work at the expense of the Purchaser which he shall pay to the Vendor forthwith upon written request for payment for same and/or at the option of the Vendor, it may declare this Agreement null and void. The Purchaser agrees that anything constructed by the Vendor which is not accessible due to the Unlawful Works shall not be covered by Tarion. In the event that the Vendor shall choose the option as hereinbefore set forth above to declare this Agreement null and void, it shall be entitled to retain the Purchaser's deposit paid and the value of the Unlawful Works. The parties agree that the damages which may be suffered by the Vendor as a result of the Unlawful Works cannot be assessed monetarily and the retention of the deposit and Unlawful Works shall be deemed to be liquidated damages and not a penalty. **THE PURCHASER ACKNOWLEDGES THAT THE UNLAWFUL WORKS SHALL NOT BE COVERED BY TARION.** The Purchaser covenants and agrees that it will not be entitled nor permitted to enter upon the Property prior to Closing to supply any material and/or to perform any work or labour to or on the Dwelling or Property respectively. The Purchaser further covenants and agrees that the Vendor will not contract for the supply and installation of extras to the Dwelling to be constructed other than by way of written contract on a specific form supplied by the Vendor for that purpose within fourteen (14) days of the acceptance of this Agreement.

10. The Purchaser agrees to accept a variation in lot number and/or municipal address if required by any relevant Governmental Authority and this Agreement shall be read with all amendments required thereby.

11. This Agreement is to be read with all changes of gender or number required by the context and, when accepted, shall constitute a binding contract of purchase and sale, and time shall, in all respects, be of the essence. The deposit monies are expressly deemed to be deposit monies only, and not partial payments. Default in payment of any amount payable pursuant to this Agreement on the date or within the time specified shall constitute substantial default hereunder, and the Vendor shall have the right to terminate this Agreement and forfeit all deposit monies in full. A two hundred and fifty dollar (\$250.00) administrative fee shall be charged to the Purchaser for any cheque delivered to the Vendor pursuant to this Agreement, or for any extras ordered, which is returned "N.S.F." or upon which a "stop payment" has been ordered or is not honoured by the bank of the Purchaser for any other reason (collectively "Returned Cheque") and such administrative fee shall form a credit in favour of the Vendor in the Statement of Adjustments for each Returned Cheque and shall be paid on Closing. Without prejudice to the Vendor's rights as to forfeiture of deposit monies as aforesaid, and in addition thereto, the Vendor shall have the right to recover from the Purchaser all additional costs, losses and damages arising out of default on the part of the Purchaser pursuant to any provision contained in this Agreement, including interest thereon from the date of demand for payment at the rate of 10% per annum, calculated daily, not in advance, until paid. In the event this Agreement, in future, is amended in order to accelerate the Closing of the transaction or to change or alter the construction specifications of the Dwelling by giving the Purchaser a credit or reduction against the Purchase Price and the Purchaser fails to complete the transaction, all damages shall be assessed as if such amendment was not entered into. The Vendor shall not be responsible for any additional costs of any kind whatsoever incurred or to be incurred by the Purchaser relating to the Purchaser's financing for the completion of this transaction as a result of any extension from time to time of the closing date. In the event any one or more of the provisions of this Agreement or any portion or portions thereof are invalid or unenforceable, the same shall be deemed to be deleted herefrom and shall not be deemed to affect the enforceability or validity of the balance of this Agreement. The Purchaser, if required by the Vendor, shall execute and deliver on Closing one or more covenants incorporating the terms hereof. **THERE IS NO ORAL AND/OR WRITTEN REPRESENTATION, WARRANTY, COLLATERAL AGREEMENT OR CONDITION AFFECTING THIS AGREEMENT OR THE PROPERTY, OR SUPPORTED HEREBY, EXCEPT AS SET FORTH HEREIN IN WRITING.**

12. The Purchaser acknowledges that title to the Property is or may be held by another entity (the "title holder") and that title may be conveyed directly to the Purchaser from the title holder, and not the Vendor, on Closing. The Purchaser acknowledges and agrees that the covenants and obligations of the Vendor contained in this Agreement shall be those of the Vendor only and should the Vendor represent or act as trustee or agent on behalf of a beneficiary or principal (whether disclosed or undisclosed) in executing this Agreement, such beneficiary or principal, together with the title holder, shall have no liability under this Agreement, such liability being restricted to the Vendor only. On Closing, the Purchaser agrees to sign an acknowledgement in regard to the foregoing together with a release in favour of any beneficiary or principal and the title holder from all obligation, liability and responsibility whatsoever arising out of or associated with the construction of the Dwelling and installation of all other improvements on the Property.

13. All buildings and equipment shall be and remain at the Vendor's risk until Closing except as otherwise provided for herein. In the event of any damage to the Dwelling, however caused, the Vendor shall be entitled to the insurance proceeds payable under any insurance policy coverage on the Dwelling. The Purchaser shall place his own insurance on the Property for Closing, if not required by the Vendor to assume a policy arranged by the Vendor under section 1(c) of

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this Agreement. The Transfer/Deed is to be prepared at Vendor's expense, and shall be executed by the Purchaser if required by the Vendor and shall be registered forthwith on Closing at the Purchaser's expense.

14. This Agreement shall be construed and interpreted by the courts of and in accordance with the Laws of the Province of Ontario, as such laws from time to time shall be in effect.

15. This Agreement is conditional upon compliance with the requirements of Section 50 of the Planning Act, R.S.O. 1990, Ch.P.13., as amended, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.

16. If the electronic registration system (hereinafter referred to as the "Electronic System" or "ERS") is operative in the applicable Land Registry Office in which the Property is registered, then at the option of the Vendor's solicitor, the following provisions shall prevail, namely:

- a. the Purchaser shall be obliged to retain a lawyer in good standing with the Law Society of Upper Canada to represent the Purchaser in connection with the completion of the transaction, and shall authorize such lawyer to enter into an escrow closing agreement with the Vendor's solicitor on the latter's standard form (hereinafter referred to as the "Escrow Document Registration Agreement"), establishing the procedures and timing for completing this transaction. The Purchaser shall reimburse the Vendor as an adjustment on Closing for any additional legal costs that the Vendor may incur to complete this transaction under ERS;
- b. the delivery and exchange of documents and monies for the Property and the release thereof to the Vendor and the Purchaser, as the case may be:
 - i. shall not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation); and
 - ii. shall be governed by the Escrow Document Registration Agreement, pursuant to which the solicitor receiving the documents and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Escrow Document Registration Agreement;
- c. if the Purchaser's lawyer is unwilling or unable to complete this transaction via ERS, in accordance with the provisions contemplated under the Escrow Document Registration Agreement, then said lawyer (or the authorized agent thereof) shall be obliged to personally attend at the office of the Vendor's solicitor at the time on the scheduled closing date as may be directed by the Vendor's solicitor or as mutually agreed upon, in order to complete this transaction via ERS utilizing the computer facilities in the Vendor's solicitor's office;
- d. the Purchaser expressly acknowledges and agrees that he will not be entitled to receive the Transfer/Deed to the Property for registration until the balance of funds due on Closing, in accordance with the statement of adjustments, are either remitted by certified cheque via personal delivery or if agreed to in writing by the Vendor's solicitor, by electronic funds transfer to the Vendor's solicitor (or in such other manner as the latter may direct) prior to the release of the Transfer/Deed for registration;
- e. each of the parties hereto agree that the delivery of any documents not intended for registration on title to the Property shall be delivered to the other party hereto on or before Closing; and
- f. notwithstanding anything contained in this Agreement to the contrary, it is expressly understood and agreed by the parties hereto that an effective tender shall be deemed to have been validly made by the Vendor upon the Purchaser when the Vendor's solicitor has:
 - i. delivered all closing documents and/or funds to the Purchaser's solicitor in accordance with the provisions of the Escrow Document Registration Agreement;
 - ii. advised the Purchaser's solicitor, in writing, that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and
 - iii. has completed all steps required by ERS in order to complete this transaction that can be performed or undertaken by the Vendor's solicitor without the cooperation or participation of the Purchaser's solicitor; and

without the necessity of personally attending upon the Purchaser or the Purchaser's solicitor with the aforementioned documents and/or funds, and without any requirement to have an independent witness evidencing the foregoing.

17. Pursuant to subsection 3(1) of the Electronic Commerce Act of Ontario, as amended (or any successor or similar legislation): (i) the Purchaser acknowledges and agrees to use and accept any information and/or document to be provided by the Vendor and/or its solicitors in respect of this transaction in an electronic form if, when and in the form provided by the Vendor and/or its solicitors; and (ii) the Purchaser acknowledges and agrees to provide to the Vendor and/or its

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solicitors any information and/or document required in respect of this transaction in an electronic form as, when and in the form required by the Vendor and/or its solicitors, in their sole and unfettered discretion.

18. The Purchaser acknowledges and agrees that the Vendor shall determine, in its sole and unfettered discretion, the method by which the Purchaser is to make payment of any funds payable by the Purchaser in respect of this transaction. Such method may include, without limitation, payment in electronic form and/or by way of the electronic transfer and/or transmissions of funds.

19. The Purchaser hereby consents to the Vendor obtaining a consumer report containing credit and/or personal information for the purposes of this transaction. In addition, the Purchaser shall deliver to the Vendor, within ten (10) days of written demand from the Vendor or any agent thereof, all necessary financial and personal information reasonably required by the Vendor in order to evidence the Purchaser's ability to pay the balance of the Purchase Price on Closing, including without limitation, written confirmation of the Purchaser's income and evidence of the source of the payments required to be made by the Purchaser in accordance with this Agreement and a letter for mortgage financing from a lending institution. Any failure by the Purchaser to comply with the provisions of this paragraph shall constitute a default by the Purchaser, pursuant to which the Vendor shall have the right to terminate this Agreement and take forfeiture of the Purchaser's deposit in accordance with the provisions of this Agreement. In this regard, the Purchaser acknowledges and agrees that: (a) the aforesaid information has been provided with the Purchaser's knowledge and consent that such information may be used by the Vendor, its consultants and its lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement; and (b) such information may remain on file by the Vendor for future reference.

20. For the purposes of facilitating compliance with the provisions of any applicable Federal and/or Provincial privacy legislation (including without limitation, the Personal Information Protection and Electronic Documents Act S.C. 2000, as amended), the Purchaser hereby consents to the Vendor's collection and use of the Purchaser's personal information necessary and sufficient to enable the Vendor to proceed with the Purchaser's purchase of the Property including without limitation, the Purchaser's name, home address, e-mail address, telefax/telephone number(s), age, date of birth, and in respect of marital status only for the limited purposes described in subparagraphs (c), (g), (h) and (i) below and in respect of residency status and social insurance number only for the limited purpose described in subparagraphs (g) and (h) below, as well as the Purchaser's financial information and desired Dwelling design(s) and color/finish selections, in connection with the completion of this transaction and for post-closing and after-sales customer care purposes and to the disclosure and/or distribution of any or all of such personal information to the following entities, on the express understanding and agreement that the Vendor shall not sell or otherwise provide or distribute such personal information to anyone other than the following entities, namely to:

- a. Any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family, including without limitation, the Vendor's construction lender(s), the project monitor, the Vendor's designated construction lender(s), the Tarion Warranty Corporation and/or any warranty bond provider, required in connection with the development and/or construction financing of the Project and/or the financing of the Purchaser's acquisition of the Property from the Vendor.
- b. Any insurance companies providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof), including without limitation, any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction.
- c. Any trades/suppliers or sub-trades/suppliers who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Dwelling and the installation of any extras or upgrades ordered or requested by the Purchaser.
- d. One or more providers of any security alarm system, cable television, telephone, telecommunication, hydro-electricity, water/hot water, gas and/or other similar or related services to the Property (or any portion thereof) unless the Purchaser advises the Vendor in writing not to provide any such personal information to an entity providing security alarm services.
- e. Any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Property is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and Canada Revenue Agency (i.e. with respect to HST, including the Purchaser's social insurance number or business registration number, as the case may be).
- f. Canada Revenue Agency, to whose attention the T-5 interest income tax information return and/or the NR4 non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(1)9b(ii) of The Income Tax Act, R.S.C 1985, as amended.

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- g. The Vendor's solicitors and/or Purchaser's solicitors to facilitate the closing of this transaction, including the closing by electronic means via the Teraview Electronic Registration System, and which may (in turn) involve the disclosure of such personal information to an internet application service provider for distribution of documentation.
- i. Any real estate agency, real estate broker and/or mortgage broker involved in the Purchaser's purchase of the Property to facilitate the completion of this transaction; and
- j. Any person where the Purchaser further consents to such disclosure.

21. The Purchaser acknowledges that no representations have been made to the Purchaser, upon which the Purchaser relies, and which were essential to the Purchaser's decision to purchase this Property, except as are set forth herein in writing. There is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property, or supported hereby, except as set forth herein in writing. The Purchaser is encouraged to have this Agreement reviewed by the Purchaser's solicitor prior to signing same.

22. This Agreement is irrevocable until one minute before midnight on the Irrevocable Date hereinbefore set out, after which time if not accepted, this Agreement shall be null and void and the deposit monies returned to the Purchaser, without interest. This transaction shall be completed on the closing date, on which date vacant possession of the Property is to be given to the Purchaser.

23. The Purchaser hereby agrees to indemnify and save harmless the Vendor, its servants and agents, successors and assigns from all actions, causes of action, claims and demands, whatsoever for, upon or by reason any damage, loss or injury to a person or property of the Purchaser or any of his friends, relatives, workmen, agents or anyone else for whom at law the Purchaser is responsible who have entered on the Property whether with or without the authorization, express or implied, of the Vendor.

24. No waiver by the Vendor of any breach of covenant or default in the performance of any obligation hereunder or any failure by the Vendor to enforce its rights herein shall constitute any further waiver of the Vendor's rights herein, it being the express intent of the parties that any waiver or forbearance in enforcing its rights by the Vendor shall apply solely to that particular breach or failure.

25. Notwithstanding anything contained in this Agreement it is understood and agreed by the parties hereto that in the event that construction of the Dwelling is not completed on or before the closing date for any reason or in the event the Vendor cannot complete the subject transaction on the closing date, other than as a result of the Purchaser's default, the Vendor shall not be responsible or liable to the Purchaser in any way for any damages or costs whatsoever including without limitation loss of bargain, relocation costs, loss of income, professional fees and disbursements and any amount paid to third parties on account of decoration, construction or Fixturing costs other than those costs set out in the Tarion Schedule.

26. The Purchaser acknowledges and agrees that notwithstanding any rights which he might otherwise have at law or in equity arising out of this Agreement, the Purchaser shall not assert any of such rights, nor have any claim or cause of action whatsoever as a result of any matter or thing arising under or in connection with this Agreement (whether based or founded in contract law, tort law or in equity, and whether for innocent misrepresentation, negligent misrepresentation, breach of contract, breach of fiduciary duty, breach of constructive trust or otherwise), against any person, firm, corporation or other legal entity, other than the person, firm corporation or legal entity specifically named or defined as the Vendor herein, even though the Vendor may be (or may ultimately be found or adjudicated to be) a nominee or agent of another person, firm, corporation or legal entity, or a trustee for and on behalf of another person, firm, corporation or other legal entity, and this acknowledgment and agreement may be pleaded as an estoppel and bar against the Purchaser in any action, suit, application or proceeding brought by or on behalf of the Purchaser to assert any of such rights, claims or causes of action against any such third parties.

27. The Vendor shall have a one-time unilateral right to extend the closing date for one (1) Business Day (as defined in the Tarion Addendum) to avoid the necessity of tender where the Purchaser is not ready to close on the closing date and delayed closing compensation will not be payable for such period.

28. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

29. If any provision of this Agreement or the application to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement or the application thereof to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

ORAL REPRESENTATIONS DO NOT FORM PART OF NOR CAN THEY AMEND THIS AGREEMENT

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solicitors any information and/or document required in respect of this transaction in an electronic form as, when and in the form required by the Vendor and/or its solicitors, in their sole and unfettered discretion.

18. The Purchaser acknowledges and agrees that the Vendor shall determine, in its sole and unfettered discretion, the method by which the Purchaser is to make payment of any funds payable by the Purchaser in respect of this transaction. Such method may include, without limitation, payment in electronic form and/or by way of the electronic transfer and/or transmissions of funds.

19. The Purchaser hereby consents to the Vendor obtaining a consumer report containing credit and/or personal information for the purposes of this transaction. In addition, the Purchaser shall deliver to the Vendor, within ten (10) days of written demand from the Vendor or any agent thereof, all necessary financial and personal information reasonably required by the Vendor in order to evidence the Purchaser's ability to pay the balance of the Purchase Price on Closing, including without limitation, written confirmation of the Purchaser's income and evidence of the source of the payments required to be made by the Purchaser in accordance with this Agreement and a letter for mortgage financing from a lending institution. Any failure by the Purchaser to comply with the provisions of this paragraph shall constitute a default by the Purchaser, pursuant to which the Vendor shall have the right to terminate this Agreement and take forfeiture of the Purchaser's deposit in accordance with the provisions of this Agreement. In this regard, the Purchaser acknowledges and agrees that: (a) the aforesaid information has been provided with the Purchaser's knowledge and consent that such information may be used by the Vendor, its consultants and its lending institution(s) for the purpose of arranging financing to complete the transaction contemplated by this Agreement; and (b) such information may remain on file by the Vendor for future reference.

20. For the purposes of facilitating compliance with the provisions of any applicable Federal and/or Provincial privacy legislation (including without limitation, the Personal Information Protection and Electronic Documents Act S.C. 2000, as amended), the Purchaser hereby consents to the Vendor's collection and use of the Purchaser's personal information necessary and sufficient to enable the Vendor to proceed with the Purchaser's purchase of the Property including without limitation, the Purchaser's name, home address, e-mail address, telefax/telephone number(s), age, date of birth, and in respect of marital status only for the limited purposes described in subparagraphs (c), (g), (h) and (i) below and in respect of residency status and social insurance number only for the limited purpose described in subparagraphs (g) and (h) below, as well as the Purchaser's financial information and desired Dwelling design(s) and color/finish selections, in connection with the completion of this transaction and for post-closing and after-sales customer care purposes and to the disclosure and/or distribution of any or all of such personal information to the following entities, on the express understanding and agreement that the Vendor shall not sell or otherwise provide or distribute such personal information to anyone other than the following entities, namely to:

- a. Any financial institution(s) providing (or wishing to provide) mortgage financing, banking and/or other financial or related services to the Purchaser and/or members of the Purchaser's family, including without limitation, the Vendor's construction lender(s), the project monitor, the Vendor's designated construction lender(s), the Tarion Warranty Corporation and/or any warranty bond provider, required in connection with the development and/or construction financing of the Project and/or the financing of the Purchaser's acquisition of the Property from the Vendor.
- b. Any insurance companies providing (or wishing to provide) insurance coverage with respect to the Property (or any portion thereof), including without limitation, any title insurance companies providing (or wishing to provide) title insurance to the Purchaser or the Purchaser's mortgage lender(s) in connection with the completion of this transaction.
- c. Any trades/suppliers or sub-trades/suppliers who have been retained by or on behalf of the Vendor (or who are otherwise dealing with the Vendor) to facilitate the completion and finishing of the Dwelling and the installation of any extras or upgrades ordered or requested by the Purchaser.
- d. One or more providers of any security alarm system, cable television, telephone, telecommunication, hydro-electricity, water/hot water, gas and/or other similar or related services to the Property (or any portion thereof) unless the Purchaser advises the Vendor in writing not to provide any such personal information to an entity providing security alarm services.
- e. Any relevant governmental authorities or agencies, including without limitation, the Land Titles Office (in which the Property is registered), the Ministry of Finance for the Province of Ontario (i.e. with respect to Land Transfer Tax), and Canada Revenue Agency (i.e. with respect to HST including the Purchaser's social insurance number or business registration number, as the case may be).
- f. Canada Revenue Agency, to whose attention the T-5 interest income tax information return and/or the NR4 non-resident withholding tax information return is submitted (where applicable), which will contain or refer to the Purchaser's social insurance number or business registration number (as the case may be), as required by Regulation 201(1)9b(ii) of The Income Tax Act, R.S.C 1985, as amended.

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Limited Use Freehold Form (Firm Occupancy Date - POTL/CEC)

Property 87 Elm Grove Avenue

Statement of Critical Dates Delayed Occupancy Warranty

This Statement of Critical Dates forms part of the Addendum to which it is attached, which in turn forms part of the agreement of purchase and sale between the Vendor and the Purchaser relating to the Property. The Vendor must complete all blanks set out below. Both the Vendor and Purchaser must sign this page.

NOTE TO HOME BUYERS: Please visit Tarion's website: www.tarion.com for important information about all of Tarion's warranties including the Delayed Occupancy Warranty, the Pre-Delivery Inspection and other matters of interest to new home buyers. You can also obtain a copy of the Homeowner Information Package which is strongly recommended as essential reading for all home buyers. The website features a calculator which will assist you in confirming the various Critical Dates related to the occupancy of your home.

VENDOR Vicar Homes Ltd Full Name(s)

PURCHASER Full Name(s)

1. Critical Dates

The Firm Occupancy Date, which is the date that the Vendor anticipates the home will be completed and ready to move in, is: the 1st day of June, 2018.

If the Vendor cannot provide Occupancy by the Firm Occupancy Date, then the Purchaser is entitled to delayed occupancy compensation (see section 7 of the Addendum) and the Vendor must set a Delayed Occupancy Date.

* The Vendor can set a Delayed Occupancy Date that is up to 365 days after the Firm Occupancy Date. This Outside Occupancy Date could be as late as: the 3th day of June, 2019.

2. Purchaser's Termination Period

If the home is not complete by the Outside Occupancy Date, then the Purchaser can terminate the transaction during a period of 30 days thereafter (the "Purchaser's Termination Period"), which period, unless extended by mutual agreement, will end on: the 3th day of July, 2019.

If the Purchaser terminates the transaction during the Purchaser's Termination Period, then the Purchaser is entitled to delayed occupancy compensation and to a full refund of all monies paid plus interest (see sections 7, 11 and 12 of the Addendum).

Note: Any time a Critical Date is set or changed as permitted in the Addendum, other Critical Dates may change as well. At any given time the parties must refer to: the most recent revised Statement of Critical Dates; or agreement or written notice that sets a Critical Date, and calculate revised Critical Dates using the formulas contained in the Addendum. Critical Dates can also change if there are unavoidable delays (see section 5 of the Addendum).

Acknowledged this ___ day of _____, 20__.

VENDOR: _____ PURCHASER: _____

* Despite anything set out to the contrary, the Vendor and Purchaser agree that the Outside Occupancy Date shall be no later than August 01, 2018 unless otherwise agreed to by the Purchaser

Handwritten signatures and initials: P.P., R.C.



Limited Use Freehold Form
(Firm Occupancy Date – POTL/CEC)

Addendum to Agreement of Purchase and Sale
Delayed Occupancy Warranty

This addendum, including the accompanying Statement of Critical Dates (the "Addendum"), forms part of the agreement of purchase and sale (the "Purchase Agreement") between the Vendor and the Purchaser relating to the Property. This Addendum is to be used for a transaction where the home is freehold but also involves an interest in a common elements condominium corporation. This Addendum contains important provisions that are part of the delayed occupancy warranty provided by the Vendor in accordance with the *Ontario New Home Warranties Plan Act* (the "ONHWP Act"). If there are any differences between the provisions in the Addendum and the Purchase Agreement, then the Addendum provisions shall prevail. **PRIOR TO SIGNING THE PURCHASE AGREEMENT OR ANY AMENDMENT TO IT, THE PURCHASER SHOULD SEEK ADVICE FROM A LAWYER WITH RESPECT TO THE PURCHASE AGREEMENT OR AMENDING AGREEMENT, THE ADDENDUM AND THE DELAYED OCCUPANCY WARRANTY.**

Tarion recommends that Purchasers register on Tarion's MyHome on-line portal and visit Tarion's website – tarion.com, to better understand their rights and obligations under the statutory warranties.

The Vendor shall complete all blanks set out below.

VENDOR Vicar Homes Ltd
Full Name(s) _____
42419
Tarion Registration Number _____
905 461 1400
Phone _____
Fax _____

80 Bass Pro Mills Dr Unit 8
Address _____
Woodbridge Ontario L4K 5W8
City Province Postal Code _____
richard@vicarhomes.com
Email* _____

PURCHASER _____
Full Name(s) _____
Address _____ City _____ Province _____ Postal Code _____
Phone _____
Fax _____ Email* _____

PROPERTY DESCRIPTION

87 Elm Grove Avenue
Municipal Address _____
Richmond Hill _____ Ontario _____ L4E 2W8
City Province Postal Code _____
Parcel 7-1 Section M1583; lot 7 plan M1583; Richmond Hill
Short Legal Description _____

Number of Homes in the Freehold Project 1 (if applicable – see Schedule A)

INFORMATION REGARDING THE PROPERTY

The Vendor confirms that:

- (a) The Property is within a plan of subdivision or a proposed plan of subdivision. Yes No
If yes, the plan of subdivision is registered. Yes No
If the plan of subdivision is not registered, approval of the draft plan of subdivision has been given. Yes No
- (b) The Vendor has received confirmation from the relevant government authorities that there is sufficient:
(i) water capacity; and (ii) sewage capacity to service the Property. Yes No

If yes, the nature of the confirmation is as follows:

The site plan shows existing water and sewage

If the availability of water and sewage capacity is uncertain, the issues to be resolved are as follows:

- (c) A building permit has been issued for the Property. Yes No
(d) Commencement of Construction: has occurred; or is expected to occur by the 1st day of June, 2017.

The Vendor shall give written notice to the Purchaser within 10 days after the actual date of Commencement of Construction.

*Note: Since important notices will be sent to this address, it is essential that you ensure that a reliable email address is provided and that your computer settings permit receipt of notices from the other party.



Limited Use Freehold Form
(Firm Occupancy Date – POTL/CEC)

SETTING AND CHANGING CRITICAL DATES

1. Setting the Firm Occupancy Date

- (a) **Completing Construction Without Delay:** The Vendor shall take all reasonable steps to complete construction of the home subject to all prescribed requirements, to provide Occupancy of the home without delay, and, to register without delay the declaration and description for the related common elements condominium corporation.
- (b) **Firm Occupancy Date:** The Vendor shall set a Firm Occupancy Date, which shall be set out in the Statement of Critical Dates at the time the Purchase Agreement is signed.

2. Changing the Firm Occupancy Date – Three Ways

- (a) The Firm Occupancy Date can be changed only:
 - (i) by the Vendor setting a Delayed Occupancy Date in accordance with section 3;
 - (ii) by the mutual written agreement of the Vendor and Purchaser in accordance with section 4; or
 - (iii) as the result of an Unavoidable Delay of which proper written notice is given in accordance with section 5.
- (b) If a new Firm Occupancy Date is set in accordance with section 4 or 5, then the new date is the "Firm Occupancy Date" for all purposes in this Addendum.

3. Changing the Firm Occupancy Date – By Setting a Delayed Occupancy Date

- (a) If the Vendor cannot provide Occupancy on the Firm Occupancy Date and sections 4 and 5 do not apply, the Vendor shall select and give written notice to the Purchaser of a Delayed Occupancy Date in accordance with this section, and delayed occupancy compensation is payable in accordance with section 7.
- (b) The Delayed Occupancy Date may be any Business Day after the date the Purchaser receives written notice of the Delayed Occupancy Date but not later than the Outside Occupancy Date.
- (c) The Vendor shall give written notice to the Purchaser of the Delayed Occupancy Date as soon as the Vendor knows that it will be unable to provide Occupancy on the Firm Occupancy Date, and in any event at least 10 days before the Firm Occupancy Date, failing which delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date, in accordance with paragraph 7(c). If notice of a new Delayed Occupancy Date is not given by the Vendor before the Firm Occupancy Date, then the new Delayed Occupancy Date shall be deemed to be the date which is 90 days after the Firm Occupancy Date.
- (d) After the Delayed Occupancy Date is set, if the Vendor cannot provide Occupancy on the Delayed Occupancy Date, the Vendor shall select and give written notice to the Purchaser of a new Delayed Occupancy Date, unless the delay arises due to Unavoidable Delay under section 5 or is mutually agreed upon under section 4, in which case the requirements of those sections must be met. Paragraphs (b) and (c) above apply with respect to the setting of the new Delayed Occupancy Date.
- (e) Nothing in this section affects the right of the Purchaser or Vendor to terminate the Purchase Agreement on the bases set out in section 11.

4. Changing Critical Dates – By Mutual Agreement

- (a) This Addendum sets out a framework for setting, extending and/or accelerating Critical Dates, which cannot be altered contractually except as set out in this section 4. Any amendment not in accordance with this section is voidable at the option of the Purchaser. For greater certainty, this Addendum does not restrict any extensions of the Closing date (i.e., title transfer date) where Occupancy of the home has already been given to the Purchaser.
- (b) The Vendor and Purchaser may at any time, after signing the Purchase Agreement, mutually agree in writing to accelerate or extend any of the Critical Dates. Any amendment which accelerates or extends any of the Critical Dates must include the following provisions:
 - (i) the Purchaser and Vendor agree that the amendment is entirely voluntary – the Purchaser has no obligation to sign the amendment and each understands that this purchase transaction will still be valid if the Purchaser does not sign this amendment;
 - (ii) the amendment includes a revised Statement of Critical Dates which replaces the previous Statement of Critical Dates;
 - (iii) the Purchaser acknowledges that the amendment may affect delayed occupancy compensation payable; and
 - (iv) if the change involves extending either the Firm Occupancy Date or the Delayed Occupancy Date, then the amending agreement shall:
 - i. disclose to the Purchaser that the signing of the amendment may result in the loss of delayed occupancy compensation as described in section 7;
 - ii. unless there is an express waiver of compensation, describe in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation; and
 - iii. contain a statement by the Purchaser that the Purchaser waives compensation or accepts the compensation referred to in clause ii above, in either case, in full satisfaction of any delayed occupancy compensation payable by the Vendor for the period up to the new Firm Occupancy Date or Delayed Occupancy Date.



**Limited Use Freehold Form
(Firm Occupancy Date – POTL/CEC)**

- If the Purchaser for his or her own purposes requests a change of the Firm Occupancy Date or the Delayed Occupancy Date, then subparagraphs (b)(i), (ii) and (iv) above shall not apply.
- (c) A Vendor is permitted to include a provision in the Purchase Agreement allowing the Vendor a one-time unilateral right to extend a Firm Occupancy Date or Delayed Occupancy Date, as the case may be, for one (1) Business Day to avoid the necessity of tender where a Purchaser is not ready to complete the transaction on the Firm Occupancy Date or Delayed Occupancy Date, as the case may be. Delayed occupancy compensation will not be payable for such period and the Vendor may not impose any penalty or interest charge upon the Purchaser with respect to such extension.
- (d) The Vendor and Purchaser may agree in the Purchase Agreement to any unilateral extension or acceleration rights that are for the benefit of the Purchaser.

5. Extending Dates – Due to Unavoidable Delay

- (a) If Unavoidable Delay occurs, the Vendor may extend Critical Dates by no more than the length of the Unavoidable Delay Period, without the approval of the Purchaser and without the requirement to pay delayed occupancy compensation in connection with the Unavoidable Delay, provided the requirements of this section are met.
- (b) If the Vendor wishes to extend Critical Dates on account of Unavoidable Delay, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, and an estimate of the duration of the delay. Once the Vendor knows or ought reasonably to know that an Unavoidable Delay has commenced, the Vendor shall provide written notice to the Purchaser by the earlier of: 20 days thereafter; and the next Critical Date.
- (c) As soon as reasonably possible, and no later than 20 days after the Vendor knows or ought reasonably to know that an Unavoidable Delay has concluded, the Vendor shall provide written notice to the Purchaser setting out a brief description of the Unavoidable Delay, identifying the date of its conclusion, and setting new Critical Dates. The new Critical Dates are calculated by adding to the then next Critical Date the number of days of the Unavoidable Delay Period (the other Critical Dates changing accordingly), provided that the Firm Occupancy Date or Delayed Occupancy Date, as the case may be, must be at least 10 days after the day of giving notice unless the parties agree otherwise. Either the Vendor or the Purchaser may request in writing an earlier Firm Occupancy Date or Delayed Occupancy Date, and the other party's consent to the earlier date shall not be unreasonably withheld.
- (d) If the Vendor fails to give written notice of the conclusion of the Unavoidable Delay in the manner required by paragraph (c) above, then the notice is ineffective, the existing Critical Dates are unchanged, and any delayed occupancy compensation payable under section 7 is payable from the existing Firm Occupancy Date.
- (e) Any notice setting new Critical Dates given by the Vendor under this section shall include an updated revised Statement of Critical Dates.

EARLY TERMINATION CONDITIONS

6. Early Termination Conditions

- (a) The Vendor and Purchaser may include conditions in the Purchase Agreement that, if not satisfied, give rise to early termination of the Purchase Agreement, but only in the limited way described in this section.
- (b) The Vendor is not permitted to include any conditions in the Purchase Agreement other than: the types of Early Termination Conditions listed in Schedule A; and/or the conditions referred to in paragraphs (j), (k) and (l) below. Any other condition included in a Purchase Agreement for the benefit of the Vendor that is not expressly permitted under Schedule A or paragraphs (j), (k) and (l) below is deemed null and void and is not enforceable by the Vendor, but does not affect the validity of the balance of the Purchase Agreement.
- (c) The Vendor confirms that this Purchase Agreement is subject to Early Termination Conditions that, if not satisfied (or waived, if applicable), may result in the termination of the Purchase Agreement. Yes No
- (d) If the answer in (c) above is "Yes", then the Early Termination Conditions are as follows. The obligation of each of the Purchaser and Vendor to complete this purchase and sale transaction is subject to satisfaction (or waiver, if applicable) of the following conditions and any such conditions set out in an appendix headed "Early Termination Conditions":

Condition #1 (if applicable)

Description of the Early Termination Condition:

The Approving Authority (as that term is defined in Schedule A) is: _____

The date by which Condition #1 is to be satisfied is the _____ day of _____, 20 _____



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(Firm Occupancy Date – POTL/CEC)

Condition #2 (if applicable)
 Description of the Early Termination Condition:

The Approving Authority (as that term is defined in Schedule A) is: _____

The date by which Condition #2 is to be satisfied is the _____ day of _____, 20____.

The date for satisfaction of any Early Termination Condition may be changed by mutual agreement provided in all cases it is set at least 90 days before the Firm Occupancy Date, and will be deemed to be 90 days before the Firm Occupancy Date if no date is specified or if the date specified is later than 90 days before the Firm Occupancy Date. This time limitation does not apply to the condition in subparagraph 1(b)(iv) of Schedule A which must be satisfied or waived by the Vendor within 60 days following the later of: (A) the signing of the Purchase Agreement; and (B) the satisfaction or waiver by the Purchaser of a Purchaser financing condition permitted under paragraph (i) below.

Note: The parties must add additional pages as an appendix to this Addendum if there are additional Early Termination Conditions.

- (e) There are no Early Termination Conditions applicable to this Purchase Agreement other than those identified in subparagraph (d) above and any appendix listing additional Early Termination Conditions.
- (f) The Vendor agrees to take all commercially reasonable steps within its power to satisfy the Early Termination Conditions identified in subparagraph (d) above.
- (g) For conditions under paragraph 1(a) of Schedule A the following applies:
 - (i) conditions in paragraph 1(a) of Schedule A may not be waived by either party;
 - (ii) the Vendor shall provide written notice not later than five (5) Business Days after the date specified for satisfaction of a condition that: (A) the condition has been satisfied; or (B) the condition has not been satisfied (together with reasonable details and backup materials) and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed not satisfied and the Purchase Agreement is terminated.
- (h) For conditions under paragraph 1(b) of Schedule A the following applies:
 - (i) conditions in paragraph 1(b) of Schedule A may be waived by the Vendor;
 - (ii) the Vendor shall provide written notice on or before the date specified for satisfaction of the condition that: (A) the condition has been satisfied or waived; or (B) the condition has not been satisfied nor waived, and that as a result the Purchase Agreement is terminated; and
 - (iii) if notice is not provided as required by subparagraph (ii) above then the condition is deemed satisfied or waived and the Purchase Agreement will continue to be binding on both parties.
- (i) If a Purchase Agreement or proposed Purchase Agreement contains Early Termination Conditions, the Purchaser has three (3) Business Days after the day of receipt of a true and complete copy of the Purchase Agreement or proposed Purchase Agreement to review the nature of the conditions (preferably with legal counsel). If the Purchaser is not satisfied, in the Purchaser's sole discretion, with the Early Termination Conditions, the Purchaser may revoke the Purchaser's offer as set out in the proposed Purchase Agreement, or terminate the Purchase Agreement, as the case may be, by giving written notice to the Vendor within those three Business Days.
- (j) The Purchase Agreement may be conditional until Closing (transfer to the Purchaser of title to the home), upon compliance with the subdivision control provisions (section 50) of the *Planning Act* and, if applicable, registration of a related common elements condominium corporation under the *Condominium Act, 1998*, which compliance shall be obtained by the Vendor at its sole expense, on or before Closing.
- (k) The Purchaser is cautioned that there may be other conditions in the Purchase Agreement that allow the Vendor to terminate the Purchase Agreement due to the fault of the Purchaser.
- (l) The Purchase Agreement may include any condition that is for the sole benefit of the Purchaser and that is agreed to by the Vendor (e.g., the sale of an existing dwelling, Purchaser financing or a basement walkout). The Purchase Agreement may specify that the Purchaser has a right to terminate the Purchase Agreement if any such condition is not met, and may set out the terms on which termination by the Purchaser may be effected.

MAKING A COMPENSATION CLAIM

7. Delayed Occupancy Compensation

- (a) The Vendor warrants to the Purchaser that, if Occupancy is delayed beyond the Firm Occupancy Date (other than by mutual agreement or as a result of Unavoidable Delay as permitted under sections 4 and 5), then the Vendor shall compensate the Purchaser up to a total amount of \$7,500, which amount includes: (i) payment to the Purchaser of a set amount of \$150 a day for living expenses for each day of delay until the Occupancy Date or the date of termination of the Purchase Agreement, as applicable under paragraph (b) below; and (ii) any other expenses (supported by receipts) incurred by the Purchaser due to the delay.



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- (b) Delayed occupancy compensation is payable only if: (i) Occupancy and Closing occurs; or (ii) the Purchase Agreement is terminated or deemed to have been terminated under paragraph 11(b) of this Addendum. Delayed occupancy compensation is payable only if the Purchaser's claim is made to Tarion in writing within one (1) year after Occupancy, or after termination of the Purchase Agreement, as the case may be, and otherwise in accordance with this Addendum. Compensation claims are subject to any further conditions set out in the ONHWP Act.
- (c) If the Vendor gives written notice of a Delayed Occupancy Date to the Purchaser less than 10 days before the Firm Occupancy Date, contrary to the requirements of paragraph 3(c), then delayed occupancy compensation is payable from the date that is 10 days before the Firm Occupancy Date.
- (d) Living expenses are direct living costs such as for accommodation and meals. Receipts are not required in support of a claim for living expenses, as a set daily amount of \$150 per day is payable. The Purchaser must provide receipts in support of any claim for other delayed occupancy compensation, such as for moving and storage costs. Submission of false receipts disentitles the Purchaser to any delayed occupancy compensation in connection with a claim.
- (e) If delayed occupancy compensation is payable, the Purchaser may make a claim to the Vendor for that compensation after Occupancy or after termination of the Purchase Agreement, as the case may be, and shall include all receipts (apart from living expenses) which evidence any part of the Purchaser's claim. The Vendor shall assess the Purchaser's claim by determining the amount of delayed occupancy compensation payable based on the rules set out in section 7 and the receipts provided by the Purchaser, and the Vendor shall promptly provide that assessment information to the Purchaser. The Purchaser and the Vendor shall use reasonable efforts to settle the claim and when the claim is settled, the Vendor shall prepare an acknowledgement signed by both parties which:
- (i) includes the Vendor's assessment of the delayed occupancy compensation payable;
 - (ii) describes in reasonable detail the cash amount, goods, services, or other consideration which the Purchaser accepts as compensation (the "Compensation"), if any; and
 - (iii) contains a statement by the Purchaser that the Purchaser accepts the Compensation in full satisfaction of any delayed occupancy compensation payable by the Vendor.
- (f) If the Vendor and Purchaser cannot agree as contemplated in paragraph 7(e), then to make a claim to Tarion the Purchaser must file a claim with Tarion in writing within one (1) year after Occupancy. A claim may also be made and the same rules apply if the sale transaction is terminated under paragraph 11(b), in which case, the deadline for a claim is one (1) year after termination.
- (g) If delayed occupancy compensation is payable, the Vendor shall either: pay the compensation as soon as the proper amount is determined; or pay such amount with interest (at the prescribed rate as specified in subsection 19(1) of O.Reg. 48/01 of the *Condominium Act, 1998*), from the Occupancy Date to the date of Closing, such amount to be an adjustment to the balance due on the day of Closing.

8. Adjustments to Purchase Price

Only the items set out in Schedule B (or an amendment to Schedule B), shall be the subject of adjustment or change to the purchase price or the balance due on Closing. The Vendor agrees that it shall not charge as an adjustment or readjustment to the purchase price of the home, any reimbursement for a sum paid or payable by the Vendor to a third party unless the sum is ultimately paid to the third party either before or after Closing. If the Vendor charges an amount in contravention of the preceding sentence, the Vendor shall forthwith readjust with the Purchaser. This section shall not restrict or prohibit payments for items disclosed in Part I of Schedule B which have a fixed fee; nor shall it restrict or prohibit the parties from agreeing on how to allocate as between them, any rebates, refunds or incentives provided by the federal government, a provincial or municipal government or an agency of any such government, before or after Closing.

9. Occupancy

If the Purchaser accepts or is required to accept Occupancy in advance of receiving a title transfer of the home, then the provisions of Schedule C shall apply.

MISCELLANEOUS

10. Ontario Building Code – Conditions of Occupancy

- (a) On or before the Occupancy Date, the Vendor shall deliver to the Purchaser:
- (i) an Occupancy Permit (as defined in paragraph (d)) for the home; or
 - (ii) if an Occupancy Permit is not required under the Building Code, a signed written confirmation by the Vendor that all conditions of occupancy under the Building Code have been fulfilled and Occupancy is permitted under the Building Code.
- (b) Notwithstanding the requirements of paragraph (a), to the extent that the Purchaser and the Vendor agree that the Purchaser shall be responsible for one or more prerequisites to obtaining permission for Occupancy under the Building Code, (the "Purchaser Occupancy Obligations"):



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- (i) the Purchaser shall not be entitled to delayed occupancy compensation if the reason for the delay is that the Purchaser Occupancy Obligations have not been completed;
 - (ii) the Vendor shall deliver to the Purchaser, upon fulfilling all prerequisites to obtaining permission for Occupancy under the Building Code (other than the Purchaser Occupancy Obligations), a signed written confirmation that the Vendor has fulfilled such prerequisites; and
 - (iii) if the Purchaser and Vendor have agreed that such prerequisites (other than the Purchaser Occupancy Obligations) are to be fulfilled prior to Occupancy, then the Vendor shall provide the signed written confirmation required by subparagraph (ii) on or before the Occupancy Date.
- (c) If the Vendor cannot satisfy the requirements of paragraph (a) or subparagraph (b)(ii), the Vendor shall set a Delayed Occupancy Date (or new Delayed Occupancy Date) on a date that the Vendor reasonably expects to have satisfied the requirements of paragraph (a) or subparagraph (b)(ii), as the case may be. In setting the Delayed Occupancy Date (or new Delayed Occupancy Date), the Vendor shall comply with the requirements of section 3, and delayed occupancy compensation shall be payable in accordance with section 7. Despite the foregoing, delayed occupancy compensation shall not be payable for a delay under this paragraph (c) if the inability to satisfy the requirements of subparagraph (b)(ii) is because the Purchaser has failed to satisfy the Purchaser Occupancy Obligations.
- (d) For the purposes of this section, an "Occupancy Permit" means any written or electronic document, however styled, whether final, provisional or temporary, provided by the chief building official (as defined in the *Building Code Act*) or a person designated by the chief building official, that evidences that permission to occupy the home under the Building Code has been granted.

11. Termination of the Purchase Agreement

- (a) The Vendor and the Purchaser may terminate the Purchase Agreement by mutual written agreement. Such written mutual agreement may specify how monies paid by the Purchaser, including deposit(s) and monies for upgrades and extras are to be allocated if not repaid in full.
- (b) If for any reason (other than breach of contract by the Purchaser) Occupancy has not been given to the Purchaser by the Outside Occupancy Date, then the Purchaser has 30 days to terminate the Purchase Agreement by written notice to the Vendor. If the Purchaser does not provide written notice of termination within such 30-day period, then the Purchase Agreement shall continue to be binding on both parties and the Delayed Occupancy Date shall be the date set under paragraph 3(c), regardless of whether such date is beyond the Outside Occupancy Date.
- (c) If calendar dates for the applicable Critical Dates are not inserted in the Statement of Critical Dates; or if any date for Occupancy is expressed in the Purchase Agreement or in any other document to be subject to change depending upon the happening of an event (other than as permitted in this Addendum), then the Purchaser may terminate the Purchase Agreement by written notice to the Vendor.
- (d) The Purchase Agreement may be terminated in accordance with the provisions of section 6 or Schedule C.
- (e) Nothing in this Addendum derogates from any right of termination that either the Purchaser or the Vendor may have at law or in equity on the basis of, for example, frustration of contract or fundamental breach of contract.
- (f) Except as permitted in this section, the Purchase Agreement may not be terminated by reason of the Vendor's delay in providing Occupancy alone.

12. Refund of Monies Paid on Termination

- (a) If the Purchase Agreement is terminated (other than as a result of breach of contract by the Purchaser), then unless there is agreement to the contrary under paragraph 11(a), the Vendor shall refund all monies paid by the Purchaser including deposit(s) and monies for upgrades and extras, within 10 days of such termination, with interest from the date each amount was paid to the Vendor to the date of refund to the Purchaser. The Purchaser cannot be compelled by the Vendor to execute a release of the Vendor as a prerequisite to obtaining the refund of monies payable as a result of termination of the Purchase Agreement under this paragraph, although the Purchaser may be required to sign a written acknowledgement confirming the amount of monies refunded and termination of the purchase transaction. Nothing in this Addendum prevents the Vendor and Purchaser from entering into such other termination agreement and/or release as may be agreed to by the parties.
- (b) The rate of interest payable on the Purchaser's monies shall be calculated in accordance with the *Condominium Act, 1998*.
- (c) Notwithstanding paragraphs (a) and (b) above, if either party initiates legal proceedings to contest termination of the Purchase Agreement or the refund of monies paid by the Purchaser, and obtains a legal determination, such amounts and interest shall be payable as determined in those proceedings.

13. Definitions

"Business Day" means any day other than: Saturday; Sunday; New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any special holiday proclaimed by the Governor General of the Lieutenant Governor; and where New Year's Day, Canada Day or Remembrance Day falls on a Saturday or Sunday, the following Monday is not a Business Day, and where Christmas Day falls on a Saturday or Sunday, the following Monday and Tuesday are not Business Days; and where Christmas Day falls on a Friday, the following Monday is not a Business Day.

"Closing" means the completion of the sale of the home including transfer of title to the home to the Purchaser.

"Commencement of Construction" means the commencement of construction of foundation components or elements (such as footings, rafts or piles) for the home.



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“**Critical Dates**” means the Firm Occupancy Date, the Delayed Occupancy Date, the Outside Occupancy Date and the last day of the Purchaser’s Termination Period.

“**Delayed Occupancy Date**” means the date, set in accordance with section 3, on which the Vendor agrees to provide Occupancy, in the event the Vendor cannot provide Occupancy on the Firm Occupancy Date.

“**Early Termination Conditions**” means the types of conditions listed in Schedule A.

“**Firm Occupancy Date**” means the firm date on which the Vendor agrees to provide Occupancy as set in accordance with this Addendum.

“**Occupancy**” means the right to use or occupy the home in accordance with the Purchase Agreement.

“**Occupancy Date**” means the date the Purchaser is given Occupancy on or before Closing.

“**Outside Occupancy Date**” means the latest date that the Vendor agrees to provide Occupancy to the Purchaser, as confirmed in the Statement of Critical Dates.

“**Property**” or “**home**” means the freehold home being acquired by the Purchaser from the Vendor, and its interest in the related common elements condominium corporation.

“**Purchaser’s Termination Period**” means the 30-day period during which the Purchaser may terminate the Purchase Agreement for delay, in accordance with paragraph 11(b).

“**Statement of Critical Dates**” means the Statement of Critical Dates attached to and forming part of this Addendum (in form to be determined by Tarion from time to time), and, if applicable, as amended in accordance with this Addendum.

“**The ONHWP Act**” means the *Ontario New Home Warranties Plan Act* including regulations, as amended from time to time.

“**Unavoidable Delay**” means an event which delays Occupancy which is a strike, fire, explosion, flood, act of God, civil insurrection, act of war, act of terrorism or pandemic, plus any period of delay directly caused by the event, which are beyond the reasonable control of the Vendor and are not caused or contributed to by the fault of the Vendor.

“**Unavoidable Delay Period**” means the number of days between the Purchaser’s receipt of written notice of the commencement of the Unavoidable Delay, as required by paragraph 5(b), and the date on which the Unavoidable Delay concludes.

14. Addendum Prevails

The Addendum forms part of the Purchase Agreement. The Vendor and Purchaser agree that they shall not include any provision in the Purchase Agreement or any amendment to the Purchase Agreement or any other document (or indirectly do so through replacement of the Purchase Agreement) that derogates from, conflicts with or is inconsistent with the provisions of this Addendum, except where this Addendum expressly permits the parties to agree or consent to an alternative arrangement. The provisions of this Addendum prevail over any such provision.

15. Time Periods, and How Notice Must Be Sent

- (a) Any written notice required under this Addendum may be given personally or sent by email, fax, courier or registered mail to the Purchaser or the Vendor at the address/contact numbers identified on page 2 or replacement address/contact numbers as provided in paragraph (c) below. Notices may also be sent to the solicitor for each party if necessary contact information is provided, but notices in all events must be sent to the Purchaser and Vendor, as applicable. If email addresses are set out on page 2 of this Addendum, then the parties agree that notices may be sent by email to such addresses, subject to paragraph (c) below.
- (b) Written notice given by one of the means identified in paragraph (a) is deemed to be given and received: on the date of delivery or transmission, if given personally or sent by email or fax (or the next Business Day if the date of delivery or transmission is not a Business Day); on the second Business Day following the date of sending by courier; or on the fifth Business Day following the date of sending, if sent by registered mail. If a postal stoppage or interruption occurs, notices shall not be sent by registered mail, and any notice sent by registered mail within 5 Business Days prior to the commencement of the postal stoppage or interruption must be re-sent by another means in order to be effective. For purposes of this section 15, Business Day includes Remembrance Day, if it falls on a day other than Saturday or Sunday, and Easter Monday.
- (c) If either party wishes to receive written notice under this Addendum at an address/contact number other than those identified on page 2 of this Addendum, then the party shall send written notice of the change of address, fax number, or email address to the other party in accordance with paragraph (b) above.
- (d) Time periods within which or following which any act is to be done shall be calculated by excluding the day of delivery or transmission and including the day on which the period ends.
- (e) Time periods shall be calculated using calendar days including Business Days but subject to paragraphs (f), (g) and (h) below.
- (f) Where the time for making a claim under this Addendum expires on a day that is not a Business Day, the claim may be made on the next Business Day.
- (g) Prior notice periods that begin on a day that is not a Business Day shall begin on the next earlier Business Day, except that notices may be sent and/or received on Remembrance Day, if it falls on a day other than Saturday or Sunday, or Easter Monday.
- (h) Every Critical Date must occur on a Business Day. If the Vendor sets a Critical Date that occurs on a date other than a Business Day, the Critical Date is deemed to be the next Business Day.
- (i) Words in the singular include the plural and words in the plural include the singular.
- (j) Gender-specific terms include both sexes and include corporations.



Limited Use Freehold Form
(Firm Occupancy Date – POTL/CEC)

16. Disputes Regarding Termination

- (a) The Vendor and Purchaser agree that disputes arising between them relating to termination of the Purchase Agreement under section 11 shall be submitted to arbitration in accordance with the *Arbitration Act, 1991* (Ontario) and subsection 17(4) of the ONHWP Act.
- (b) The parties agree that the arbitrator shall have the power and discretion on motion by the Vendor or Purchaser or any other interested party, or of the arbitrator's own motion, to consolidate multiple arbitration proceedings on the basis that they raise one or more common issues of fact or law that can more efficiently be addressed in a single proceeding. The arbitrator has the power and discretion to prescribe whatever procedures are useful or necessary to adjudicate the common issues in the consolidated proceedings in the most just and expeditious manner possible. The *Arbitration Act, 1991* (Ontario) applies to any consolidation of multiple arbitration proceedings.
- (c) The Vendor shall pay the costs of the arbitration proceedings and the Purchaser's reasonable legal expenses in connection with the proceedings unless the arbitrator for just cause orders otherwise.
- (d) The parties agree to cooperate so that the arbitration proceedings are conducted as expeditiously as possible, and agree that the arbitrator may impose such time limits or other procedural requirements, consistent with the requirements of the *Arbitration Act, 1991* (Ontario), as may be required to complete the proceedings as quickly as reasonably possible.
- (e) The arbitrator may grant any form of relief permitted by the *Arbitration Act, 1991* (Ontario), whether or not the arbitrator concludes that the Purchase Agreement may properly be terminated.

For more information please visit www.tarion.com



**Limited Use Freehold Form
(Firm Occupancy Date – POTL/GEC)**

SCHEDULE A

Types of Permitted Early Termination Conditions

1. The Vendor of a home is permitted to make the Purchase Agreement conditional as follows:

- (a) upon receipt of Approval from an Approving Authority for:
- (i) a change to the official plan, other governmental development plan or zoning by-law (including a minor variance);
 - (ii) a consent to creation of a lot(s) or part-lot(s);
 - (iii) a certificate of water potability or other measure relating to domestic water supply to the home;
 - (iv) a certificate of approval of septic system or other measure relating to waste disposal from the home;
 - (v) completion of hard services for the property or surrounding area (i.e., roads, rail crossings, water lines, sewage lines, other utilities);
 - (vi) allocation of domestic water or storm or sanitary sewage capacity;
 - (vii) easements or similar rights serving the property or surrounding area;
 - (viii) site plan agreements, density agreements, shared facilities agreements or other development agreements with Approving Authorities or nearby landowners, and/or any development Approvals required from an Approving Authority; and/or
 - (ix) site plans, plans, elevations and/or specifications under architectural controls imposed by an Approving Authority.

The above-noted conditions are for the benefit of both the Vendor and the Purchaser and cannot be waived by either party.

(b) upon:

- (i) subject to paragraph 1(c), receipt by the Vendor of confirmation that sales of homes in the Freehold Project have exceeded a specified threshold by a specified date;
- (ii) subject to paragraph 1(c), receipt by the Vendor of confirmation that financing for the Freehold Project on terms satisfactory to the Vendor has been arranged by a specified date;
- (iii) receipt of Approval from an Approving Authority for a basement walkout; and/or
- (iv) confirmation by the Vendor that it is satisfied the Purchaser has the financial resources to complete the transaction.

The above-noted conditions are for the benefit of the Vendor and may be waived by the Vendor in its sole discretion.

- (c) the following requirements apply with respect to the conditions set out in subparagraph 1(b)(i) or 1(b)(ii):
- (i) the 3 Business Day period in section 6(i) of the Addendum shall be extended to 10 calendar days for a Purchase Agreement which contains a condition set out in subparagraphs 1(b)(i) and/or 1(b)(ii);
 - (ii) the Vendor shall complete the Property Description on page 2 of this Addendum;
 - (iii) the date for satisfaction of the condition cannot be later than 9 months following signing of the purchase Agreement; and
 - (iv) until the condition is satisfied or waived, all monies paid by the Purchaser to the Vendor, including deposit(s) and monies for upgrades and extras: (A) shall be held in trust by the Vendor's lawyer pursuant to a deposit trust agreement (executed in advance in the form specified by Tarion Warranty Corporation, which form is available for inspection at the offices of Tarion Warranty Corporation during normal business hours), or secured by other security acceptable to Tarion and arranged in writing with Tarion, or (B) falling compliance with the requirement set out in clause (A) above, shall be deemed to be held in trust by the Vendor for the Purchaser on the same terms as are set out in the form of deposit trust agreement described in clause (A) above.

2. The following definitions apply in this Schedule:

"Approval" means an approval, consent or permission (in final form not subject to appeal) from an Approving Authority and may include completion of necessary agreements (i.e., site plan agreement) to allow lawful access to and use and occupancy of the property for its intended residential purpose.

"Approving Authority" means a government (federal, provincial or municipal), governmental agency, Crown corporation, or quasi-governmental authority (a privately operated organization exercising authority delegated by legislation or a government).

"Freehold Project" means the construction or proposed construction of three or more freehold homes (including the Purchaser's home) by the same Vendor in a single location, either at the same time or consecutively, as a single coordinated undertaking.

3. Each condition must:

- (a) be set out separately;
- (b) be reasonably specific as to the type of Approval which is needed for the transaction; and
- (c) identify the Approving Authority by reference to the level of government and/or the identity of the governmental agency, Crown corporation or quasi-governmental authority.

4. For greater certainty, the Vendor is not permitted to make the Purchase Agreement conditional upon:

- (a) receipt of a building permit;
- (b) receipt of an occupancy permit; and/or
- (c) completion of the home.



Limited Use Freehold Form
(Firm Occupancy Date – POTL/CEC)

SCHEDULE B

Adjustments to Purchase Price or Balance Due on Closing

Part I Stipulated Amounts/Adjustments

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing, the dollar value of which is stipulated in the Purchase Agreement and set out below.

[Draft Note: List items with any necessary cross-references to text in the Purchase Agreement.]

1.

2.

3.



**Limited Use Freehold Form
(Firm Occupancy Date - POTL/CEG)**

Part II All Other Adjustments – to be determined in accordance with the terms of the Purchase Agreement

These are additional charges, fees or other anticipated adjustments to the final purchase price or balance due on Closing, which will be determined after signing the Purchase Agreement, all in accordance with the terms of the Purchase Agreement.

[Draft Note: List items with any necessary cross-references to text in the Purchase Agreement.]

- 1.

- 2.

- 3.



Limited Use Freehold Form
(Firm Occupancy Date – POTL/CEC)

SCHEDULE C

Terms of Occupancy Licence

If the purchaser takes Occupancy of the home before the date of Closing or is required to do so under the Purchase Agreement, then the following provisions shall apply:

1. The Purchaser shall be given Occupancy of the home on the Occupancy Date.
2. The Purchaser shall not be required to pay the balance due on the purchase price on the Occupancy Date unless the Occupancy Date is also the Closing Date.
3. The Purchaser shall pay to the Vendor a monthly Occupancy Fee from and after the Occupancy Date which shall not exceed an amount calculated as follows:
 - (i) interest calculated on a monthly basis on the unpaid balance of the purchase price at the prescribed rate as specified in subsection 19(1) of O.Reg 48/01 to the Condominium Act, 1998; plus
 - (ii) an amount reasonably estimated by the Vendor on a monthly basis for municipal realty taxes attributable by the Vendor to the home; plus
 - (iii) the projected monthly common expense contribution for the home's share of the common elements condominium corporation (CEC).

The Occupancy Fee shall be payable on the first day of each month in advance until the date of Closing. The Occupancy Fee is a fee for the use of the home and no part of it shall be credited as payments on account of the Purchase Price. If Occupancy does not occur on the first day of the month, the Purchaser shall pay on the Occupancy Date a pro rata amount for the balance of the month.

4. If the Vendor charges the Purchaser a monthly Occupancy Fee for longer than six (6) months and the monthly Occupancy Fee includes a projected contribution to the reserve fund for the CEC, then, with respect to the Occupancy Fee for each month after the sixth month, the Vendor shall hold in trust and remit to the CEC upon registering the declaration and description for the CEC, the portion of the monthly Occupancy Fee that represents the projected contribution to the reserve fund.
5. The Vendor, during the Purchaser's period of Occupancy,
 - (a) shall provide those services that the CEC corporation will have a duty to provide to owners after the registration of the CEC declaration and description;
 - (b) shall repair and maintain the CEC property in the same manner as the CEC corporation will have a duty to repair after damage and maintain after the registration of the CEC declaration and description;
 - (c) has the same right of entry to CEC property that the CEC corporation will have after the registration of the CEC declaration and description;
 - (d) may withhold consent to an assignment of the right to use CEC property, and
 - (e) may charge a reasonable fee for consenting to an assignment of the right to use CEC property.
6. The Vendor shall proceed with due diligence to register the CEC declaration and description. The Vendor shall, within 30 days of the registration of the CEC declaration and description, notify the Purchaser in writing of the date and instrument numbers of the registration, unless within that time the Purchaser receives a deed to the home that is in registerable form. Upon registration of the CEC declaration and description, the Vendor and Purchaser shall proceed to complete the title transfer on a date designated by the Vendor or its solicitor which shall be no later than sixty (60) days after the registration of the CEC declaration and description. If the Vendor for any reason whatsoever is unable to register the CEC declaration and description and therefore is unable to deliver a registerable Transfer/Deed to the Purchaser within twelve (12) months of the Occupancy Date, the Purchaser shall have the right for a period of 30 days after such twelve (12) month period, to give sixty (60) days written notice to the Vendor, to terminate the Occupancy licence and this Purchase Agreement. If the Purchaser gives notice of termination, the Purchaser shall give up vacant possession and pay the Occupancy Fee to the date of termination, after which this Purchase Agreement and Occupancy licence shall be terminated and section 7 of the Addendum applies.
7. The rights and duties described in section 5 above, apply despite any provision to the contrary in the *Residential Tenancies Act, 2006*.
8. The Vendor shall, on delivering to the Purchaser a Transfer Deed that is in registerable form or as soon as is practicable after delivery, refund to the Purchaser the portion of the monthly Occupancy Fee that the Purchaser has paid on account of municipal taxes attributable to the home in excess of the amount actually assessed against the home.



Limited Use Freehold Form
(Firm Occupancy Date – POTL/CEC)

9. If the portion of the monthly Occupancy Fee that the Purchaser has paid on account of municipal taxes attributable to the home is insufficient to pay the amount actually assessed against the home, the Vendor may require the Purchaser to pay the difference between the two amounts.
10. Sections 149, 150, 151, 165, 166 and 167 and Part VII of the *Residential Tenancies Act, 2006*, do not apply to Occupancy and monthly Occupancy Fees charged under this Schedule C.
11. In accordance with section 58(1),4 of the *Residential Tenancies Act, 2006*, if the Occupancy arose by virtue of or collateral to the Purchase Agreement, then if the Purchase Agreement is terminated, the Occupancy shall correspondingly be terminated.
12. The Purchaser shall maintain the home in a clean and sanitary condition and not make any alterations or improvements without the prior written approval of the Vendor which may not be unreasonably withheld.
13. The Purchaser shall be responsible for all utility, telephone expenses, cable television service, or other charges and expenses billed directly to the occupant of the home by the supplier of such services.
14. The Purchaser shall as at the Occupancy Date insure the home for the full replacement value thereof and provide a copy of the Insurance certificate to the Vendor. The Vendor is not liable for the Purchaser's loss occasioned by fire, theft or other casualty, unless caused or contributed to by the Vendor.
15. The Vendor and Purchaser may agree upon additional provisions relating to Occupancy, provided such provisions do not derogate from, do not conflict with and are not inconsistent with provisions of this Schedule C.

SCHEDULE "C"

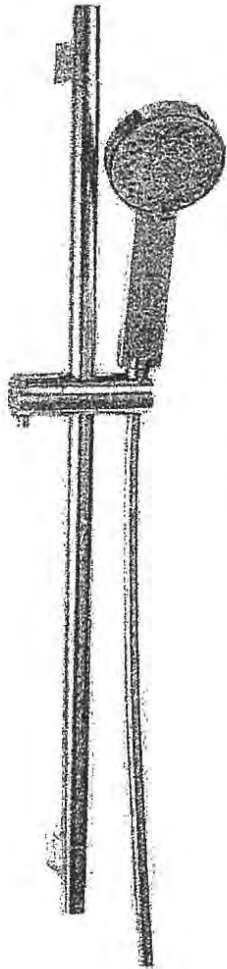
FEATURE SHEET

The enclosed feature sheet is a summary of the features and design specifications agreed to by the Purchaser and the Vendor. The complete description of the agreed upon features and design specifications are contained in a stand-alone design package (the "Designer Plans") and the Purchaser acknowledges having received a copy of the Designer Plans, and the Purchaser approves the designs and specification, including the selection of materials, set out in the said Designer Plans. A copy of the Designer Plans is incorporated in the Agreement of Purchase and sale by reference.

AQUABRASS

aquazen 2 12664

complete shower roll



FEATURES

Round rail with adjustable sliding hook
 5 function handheld shower: rain, rain/massage, massage, massage/jet, jet
 5' to 6' expandable braided hose

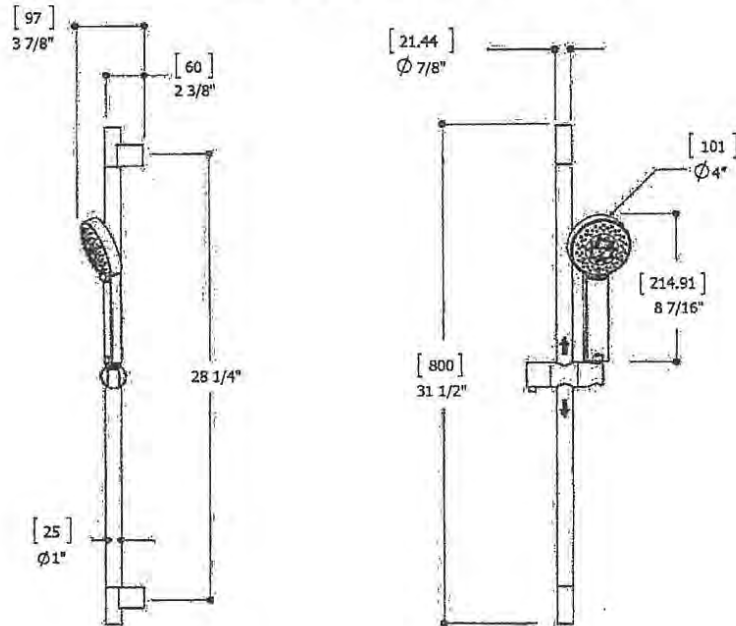
Flow rate: 2.5 gpm
 Height: 31 1/2"

FINISHES

Standard
 Polished chrome (pc)
 Brushed nickel (bn)
 Sur mesure
 15 finis sur mesure disponible
 (pour plus d'information, demander conseil à votre détaillant)

WARRANTY

Residential: Limited lifetime warranty to original purchaser
 Commercial: Two years warranty
 (Complete warranty available at www.aquabrazz.com/warranty/)



Products and specifications shown are subject to change without notice. Please contact our technical support at tech@aquabrazz.com for any further queries, replacement parts requests
 Last revision: 13/09/2016 aquabrazz.com

BEDROOM #4



canaroma

BATH | TILE | LIGHTING

American Standard
Style That Works Better

**BOULEVARD™
UNDERCOUNTER SINK**
VITREOUS CHINA

BOULEVARD™ UNDERCOUNTER SINK

- Rectangular under mount sink with unique tapered interior bowl
- Made from vitreous china
- Unglazed rim
- Front overflow
- Supplied with mounting kit (047194-0070A) and template

- 0610.000 Unglazed Rim
514 x 406mm
(20-1/4" x 16")
- 0610.300 Glazed underside

Bowl Size:
432mm (17") wide
330mm (13") front to back
152mm (6") deep

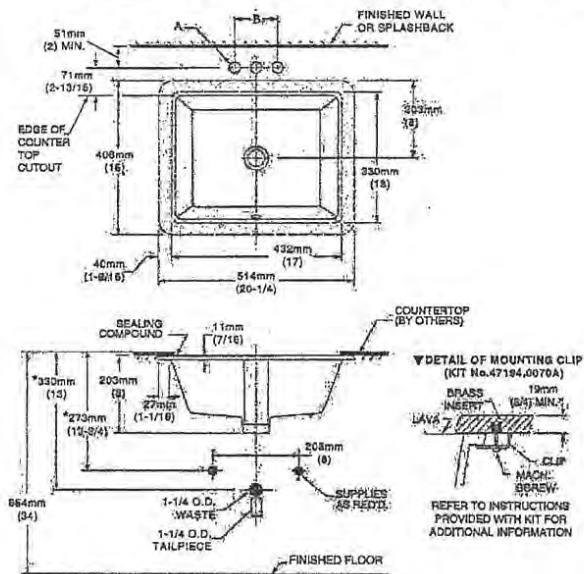
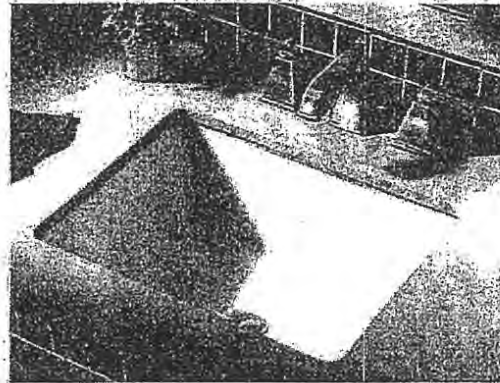
**Compliance Certifications -
Meets or Exceeds the
Following Specifications:**

- ASME A112.19.2M for Vitreous China Fixtures
- CAN/CSA B45 series

To Be Specified:

- Color: White Bone
 Linen Black
- Faucet*
- Faucet Finish:
- Supplies:
- 1-1/4" Trap:

* See faucet section for additional models available



FITTING	A	B
COUNTERSET	273mm (1-1/8)	200mm (8)
SPREAD	32mm (1-1/4)	203mm (8)

NOTES:

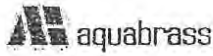
WE RECOMMEND USING BASIN AS A TEMPLATE TO DETERMINE PROPER CONTOUR. CUT COUNTERTOP 38MM (1-1/2) INSIDE BASIN CONTOUR.

* DIMENSIONS SHOWN FOR LOCATION OF SUPPLIED AND "P" TRAP ARE SUGGESTED.

▼ UNDERCOUNTER MOUNTING KIT SUPPLIED WITH SINK. FITTINGS NOT INCLUDED WITH FIXTURE AND MUST BE ORDERED SEPARATELY.

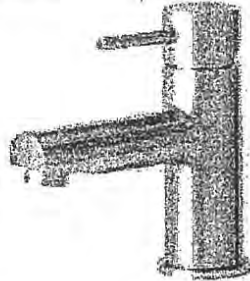
SEALING COMPOUND SUPPLIED BY OTHERS.

IMPORTANT: Dimensions of fixtures are nominal and may vary within the range of tolerances established by ANSI Standard A112.19.2. These measurements are subject to change or cancellation. No responsibility is assumed for use of superseded or voided pages.



volare straight 61014

single-hole lavatory faucet



FEATURES

- Solid brass construction - LEAD FREE
- Single volume and temperature lever control
- Aerated water flow
- Press pop-up drain with overflow # ABDRO0699
- Ceramic cartridge # ABCA04500
- 3/8" connection
- 16" stainless steel braided supply hose

FINISHES

- Standard
- polished chrome (pc)
- brushed nickel (bn)
- tiger bronze (tt)
- Custom
- 18 custom finishes available
- (ask your local Aquabrass authorized dealer for details)

SPECS AT LARGE

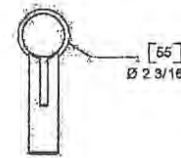
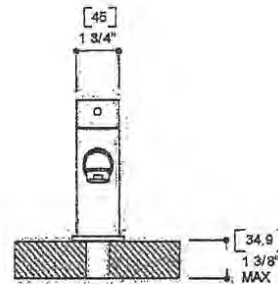
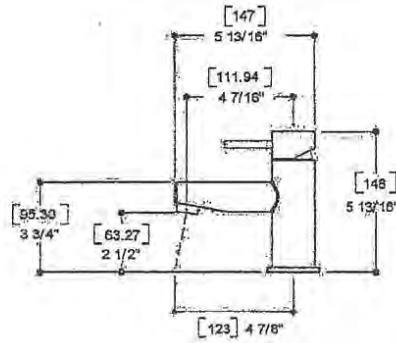
Overall spout projection: 5 13/16" Flow rate: 2 gpm
 CC spout projection: 4 7/16" Mounting hole: 1 3/8"
 Total faucet height: 5 13/16" Counter depth: 1 3/8"

WARRANTY

Residential: Limited lifetime warranty to original purchaser
 Commercial: Two years warranty
 (Complete warranty available at www.aquabrass.com/warranty)

CODE & COMPLIANCE

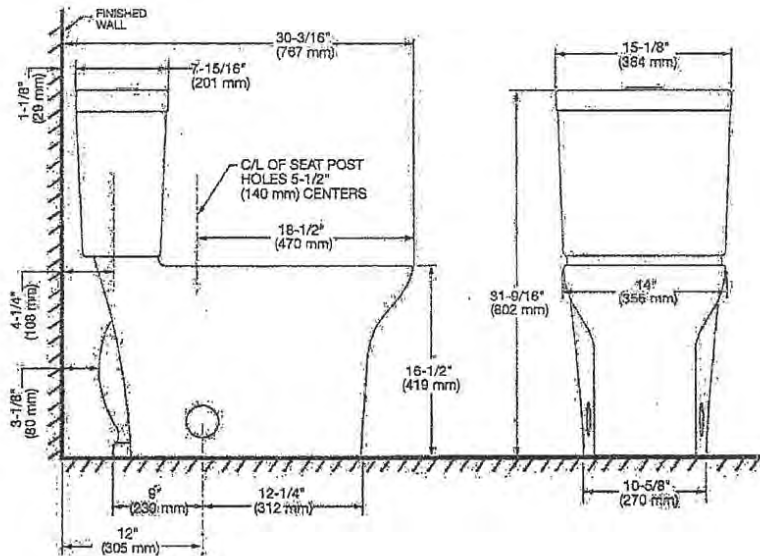
AB1953



Products and specifications shown are subject to change without notice. Please contact our technical support at tech@aquabrass.com for any further queries, replacement parts requests etc.
 Last revision: 12/16/2015 aquabrass.com



LYNDON®
TWO-PIECE RIGHT HEIGHT®
ELONGATED DUAL FLUSH TOILET



NOTES:

This toilet is designed to rough-in at a minimum dimension of $12"$ (305 mm) from finished wall to C/L of outlet.

Supply not included with fixture and must be ordered separately.

* Dimensions shown for location of supply is suggested.

IMPORTANT:

Dimensions of fixtures are nominal and may vary within the range of tolerance established by ANSI Standard A112.19.2.

These measurements are subject to change or cancellation. No responsibility is assumed for use of superseded or voided pages.

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Revised 10/15

www.dxv.com

Bathub only - E10.19012.5500 (left drain) / E10.19012.5000 (Right drain)
Whirlpool - E15.19012.550030 (left drain) / E15.19012.500030 (Right drain)
Activ-Air - E15.19012.550010 (left drain) / E15.19012.500010 (Right drain)
Combo Whirlpool/Activ-Air - E15.19012.550031 (left drain) / E15.19012.500031 (Right drain)

FEATURES AND PRODUCT BENEFITS

➤ **A MODERN BATHTUB WITH SLEEK LINES, PERFECT FOR ALCOVE INSTALLATION.**

High gloss finish, scratch, stain and fading resistant
Thermoformed acrylic and fiber glass reinforced
This bath has a 3/4" tiling flange on 3 sides
Above the floor drain connection
4 adjustable legs for easy leveling
Available in left or right version (integrated tiling flange)
Above the floor rough

➤ **WHIRLPOOL SYSTEM**

6 round jets, two air controls, pump 7.5 A and a pneumatic control

➤ **ACTIV-AIR SYSTEM**

Activ-Air micro-jets 32, a blower with heating element (200W) and pneumatic control.

Note: The blower is never installed

➤ **COMBO WHIRLPOOL ACTIV-AIR**

8 round jets, 31 micro-jets Activ-Air, two air controls, pump 7.5 A, a blower with heating element (200W) and two pneumatic controls.

- Whirlpool jets
- Tourbillon control
- Light control

Note: The blower is never installed

➤ **GENERAL OPTIONS**

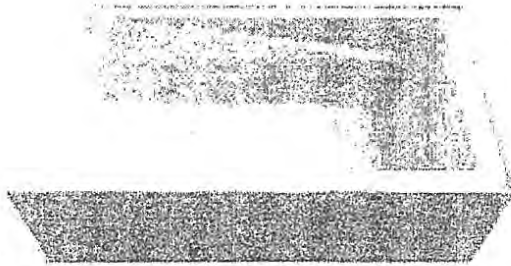
Acrylic colors: standard white, biscuit and bone
Mood light: white finish or chrome / specify color
Handle: white finish, biscuit, bone or chrome
Drain D105 (20"): Chrome
Neck cushion 12 x 6: magnetic black rectangular

➤ **WHIRLPOOL OPTIONS**

Whirlpool finishes jets: white, biscuit and bone
Other: chrome available
In-line heater 110V

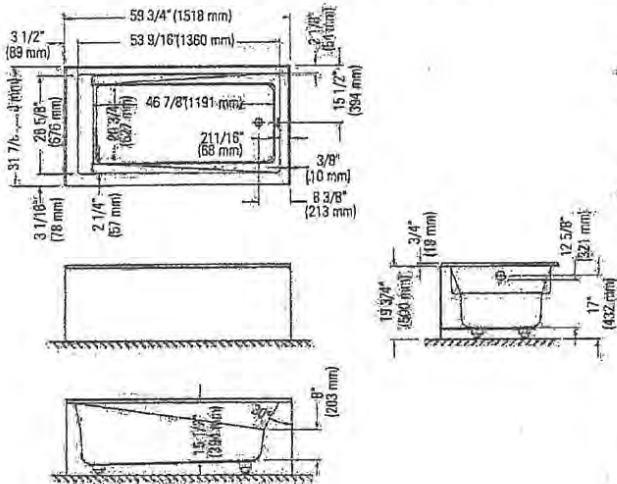
➤ **ACTIV-AIR OPTIONS**

Finishes jets Activ-Air: white, biscuit and bone
Other: chrome available
Turbine extensions 36", 72" or 96" / specify the length
Pneumatic control and turbine extensions are necessary when the blower is more than 4 feet from the pneumatic control.



Size - 59 3/4 po x 31 7/8 po x 19 3/4 po
1518 mm x 810 mm x 500 mm

Right drain with integrated tiling flange and skirt



NOTES:
BATH MUST BE INSTALLED ON THE FLOOR SUPPORTED BY THE 4 FEET. ADJUST IF NEEDED SO THE BATH IS LEVEL AND ADEQUATE DRAINS. CONSULT THE FACILITY GUIDELINES FOR FURTHER INFORMATION

IMPORTANT:
DIMENSIONS OF FIXTURES ARE NOMINAL AND MAY VARY ± 1/4 PO (6MM). THE VARIED WEIGHT ± 5 LB (2.3kg). DRAWING IS NOT TO SCALE. THESE DIMENSIONS MAYBE CHANGED AT THE DISCRETION OF THE MANUFACTURER.

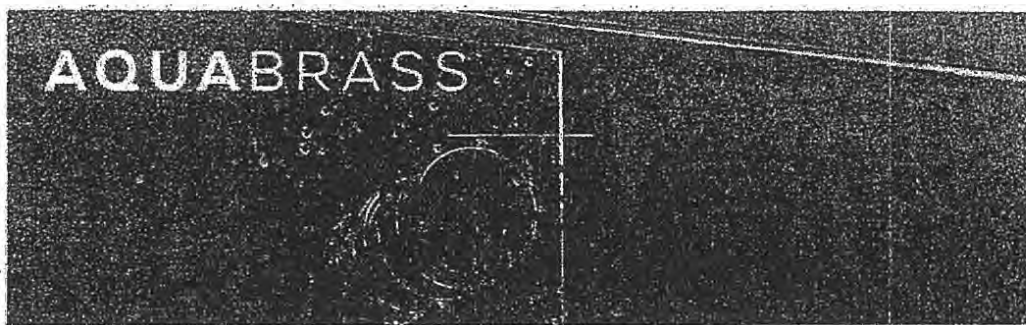
GENERAL SPECIFICATIONS		
Average weight	Bathtub only	72 lb / 33 kg
	Whirlpool bathtub	93 lb / 45 kg
	Activ-Air bathtub	90 lb / 40 kg
	Combo Whirlpool / Activ-Air bathtub	117 lb / 54 kg
Water capacity		54 gal. / 204 litres
Water Depth Maxi-comfort		12 5/8" / 321 mm
Diameter drain		2" / 51 mm
Floor drain clearing		3" / 75 mm
ELECTRICAL SPECIFICATIONS		
Pump / Whirlpool motor		3/4HP, 7.5 A, 120V
Air blower		3.5 A, 120V

Certificates of conformity -
Complies with the following specifications or exceeded:
Standard bathtub - CAN / CSA B45.5 / IAPMO Z124

Standard hydromassage - CAN / CSA B45.10 / CSA C22.2 / UL-1795



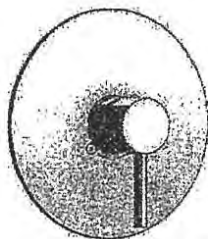
OUR BRANDS : Aquabrand Alt



Home Bathroom Shower Trim Sets
Round trim set for #40255 1/2" pressure balance valve

**Round trim set for
#40255 1/2" pressure
balance valve**

Product code: R4095



SPECIFICATIONS:

solid brass
thin contemporary design
handle included
Valve not included

8" x 1/8"

**AVAILABLE FINISHES /
COLORS:**

Brushed nickel
Polished chrome
Custom

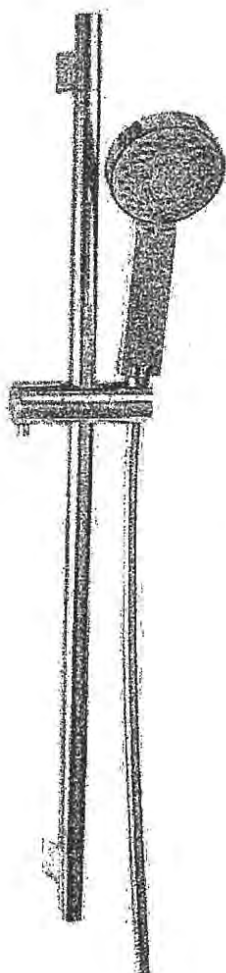
NEED HELP?

Ask us!
Where to find the
product?
Warranty

AQUABRASS

aquazen 2 12664

complete shower rail



FEATURES

Round rail with adjustable sliding hook
 5 function handshower: rain, rain/massage, massage, massage/jet, jet
 5' to 6' expandable braided hose

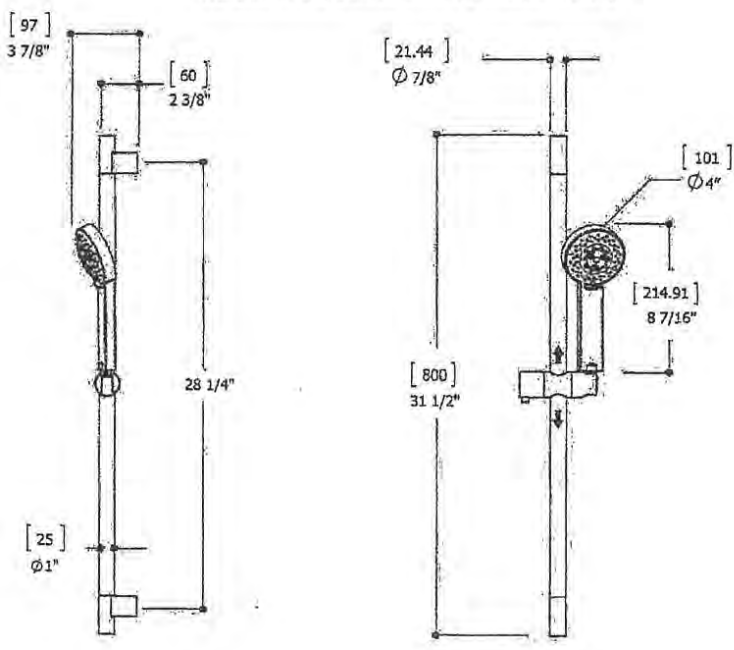
Flow rate: 2.5 gpm
 Height: 31 1/2"

FINISHES

Standard
 Polished chrome (pc)
 Brushed nickel (bn)
 Sur mesure
 15 finis sur mesure disponible
 (pour plus d'information, demander conseil à votre détaillant)

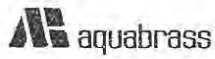
WARRANTY

Residential: Limited lifetime warranty to original purchaser
 Commercial: Two years warranty
 (Complete warranty available at www.aquabrazz.com/warranty)



Products and specifications shown are subject to change without notice. Please contact our technical support at tech@aquabrazz.com for any further queries, replacement parts requests
 Last revision: 13/09/2016

aquabrazz.com



tub spout 10332

5 1/4" round tub spout

FEATURES

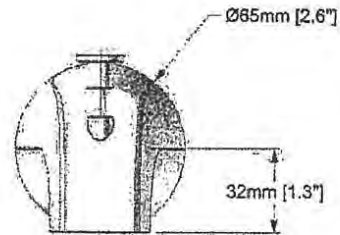
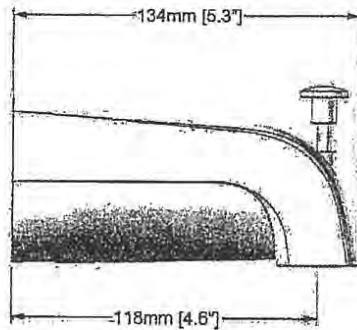
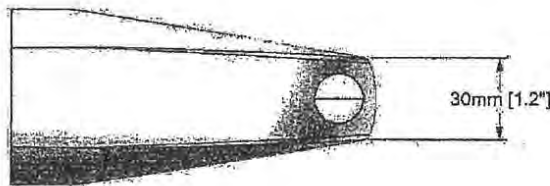
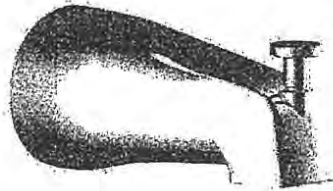
Solid brass construction
With diverter
1/2" slip-fit connection

FINISHES

Standard
Polished chrome (pc)
Brushed nickel (bn)
Custom
19 Custom finishes available
(ask your local Aquabrand authorized dealer for details)

WARRANTY

Residential: Residential: Limited lifetime warranty to original purchaser
commercial: Two years warranty
(Complete warranty available at www.aquabrand.com/warranty)



Products and specifications shown are subject to change without notice. Please contact our technical support at tech@aquabrand.com for any further queries, replacement parts requests etc.
Last revision: 04/10/2012 aquabrand.com

POWDER ROOM



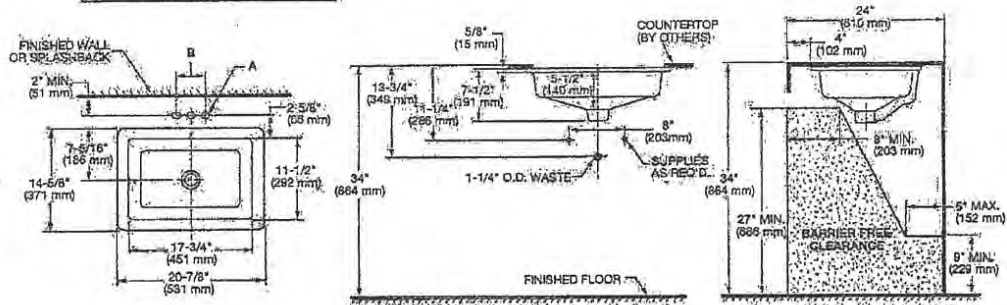
canaroma

BATH | TILE | LIGHTING



POP™
 RECTANGLE
 UNDER COUNTER
 LAVATORY

A-Fitting Dia.		B-Fitting Spread	
A	B	A	B
1-3/8" (35 mm)	4" (102 mm)	4"	102 mm
1-3/8" (35 mm)	8" (203 mm)	8"	203 mm

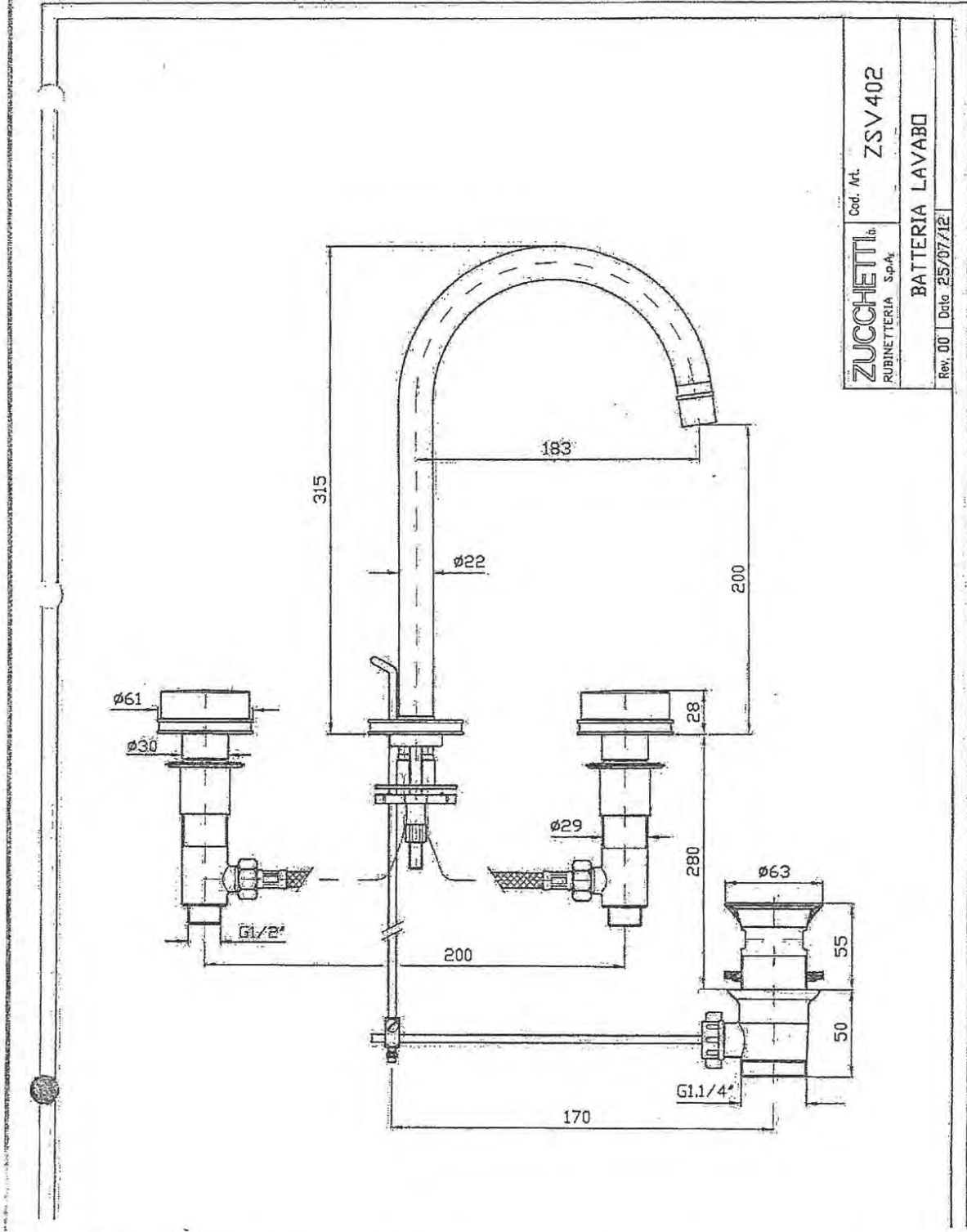


NOTES:

Dimensions shown for location supplies and "P" trap are suggested. Provide suitable reinforcement for all wall supports. Slab/pedestal anchors and mounting features to be furnished by others. Fittings not included with fixture and must be ordered separately. Installation instructions supplied with lavatory.

IMPORTANT:

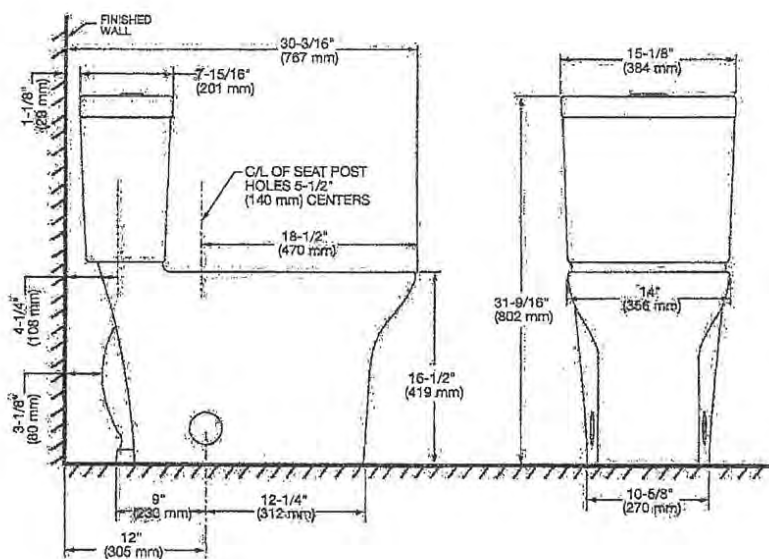
Dimensions of fixtures are nominal and may vary within the range of tolerance established by ANSI standards. These measurements are subject to change or cancellation. No responsibility is assumed for use of superseded or voided pages.



ZUCCHETTI RUBINETTERIA S.p.A.	Cod. Art.	ZSV402
	BATTERIA LAVABO	
Rev. 00	Data 25/07/12	



LYNDON®
TWO-PIECE RIGHT HEIGHT®
ELONGATED DUAL FLUSH TOILET



NOTES:

This toilet is designed to rough-in at a minimum dimension of 12" (305 mm) from finished wall to C/L of outlet.

Supply not included with fixture and must be ordered separately.

* Dimensions shown for location of supply is suggested.

IMPORTANT:

Dimensions of fixtures are nominal and may vary within the range of tolerance established by ANSI Standard A112.19.2.

These measurements are subject to change or cancellation. No responsibility is assumed for use of superseded or voided pages.

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Revised 10/15

www.dxv.com

KITCHEN



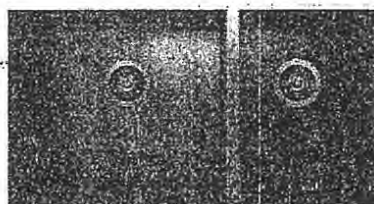
canaroma

BATH | TILE | LIGHTING

IHO-UR-331810

ProInox H0

Stainless steel kitchen sink
Handcrafted
 Urban style corners [0°]



	Installation Undermount
	Bowl L 18" x 16" x 10" R 12" x 16" x 8"
	Overall 33" x 18" x 10"
	Recommended cabinet 36"
	Drain Ø 3 1/2"
Packaging 34" x 21 1/2" x 13" 35 lbs	

Features

- 304 brushed finish stainless steel (18/10) – 18 gauge
- Sound deadening pads for maximum noise reduction
- Drain located towards rear providing more space under the sink
- Stainless steel strainer (AA-SA-3.5-SA) and mounting hardware included
- Product certified ASME A112.19.3, CSA B45.0, and CSA B45.4

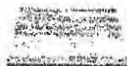
Must-have accessories



Grid
 L IH-G-1816
 R IH-G-1216



Colander
 IH-CA-16



Wood cutting board
 IH-BA-16-MA

Plastic cutting board
 IH-BB-16-WH

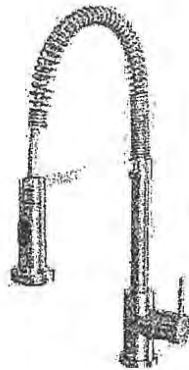
PROCHIEF
 1 855 687-8192 | prochief.ca

April 2016

AQUABRASS

wizard 30045

pull-out dual stream mode kitchen faucet



FEATURES

- Solid brass construction
- Single volume and temperature lever control
- Flexible nylon braided hose with coil
- 2 stream modes: aerated + spray
- 360° spout rotation
- 3/8" connection
- 18" stainless steel braided supply hose

FINISHES

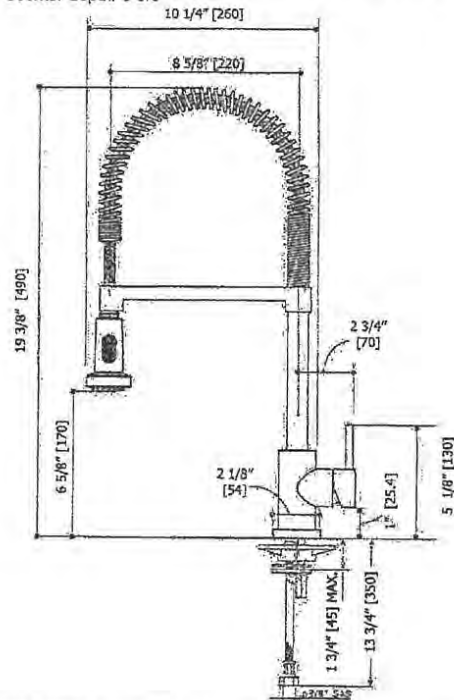
- Standard
- Polished chrome (pc)
- Brushed nickel (bn)
- Custom
- 15 custom finishes available
- (ask your local Aquabrax authorized dealer for details)

WARRANTY

- Residential: Limited lifetime warranty to original purchaser
- Commercial: Two years warranty
- (Complete warranty available at www.aquabrax.com/warranty)

SPECS AT LARGE

- Overall spout projection: 10 1/4"
- CC spout projection: 8 5/8"
- Total faucet height: 19 3/8"
- Flow rate: 2.2 gpm
- Mounting hole: 1 3/8"
- Counter depth: 1 3/8"



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SERVERY + ISLAND



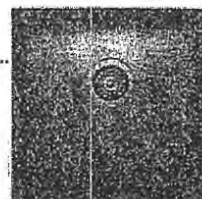
canaroma

BATH | TILE | LIGHTING

IHO-US-18188

Stainless steel kitchen sink
Handcrafted
 Urban style corners [0"]

Proinox H0



	Installation Undermount
	Bowl 16" x 16" x 8"
	Overall 18" x 18" x 8"
	Recommended cabinet 21"
	Drain Ø 3 1/2"
Packaging 19" x 21 1/2" x 13" 19 lbs	

Features

- 304 brushed finish stainless steel (18/10) – 18 gauge
- Sound deadening pads for maximum noise reduction
- Drain located towards rear providing more space under the sink
- Stainless steel strainer (AA-SA-3.5-SA) and mounting hardware included
- Product certified ASME A112.19.3, CSA B45.0, and CSA B45.4

Must-have accessories



Grid
IH-G-1616



Colander
IH-CA-16



Wood cutting board
IH-BA-16-MA

Plastic cutting board
IH-BB-16-WH



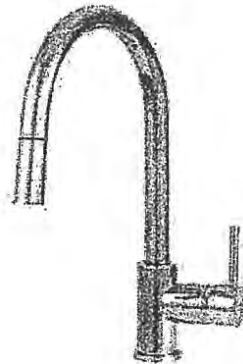
1 855 687-6192 | proinox.com

April 2016

AQUABRASS

studio 3345N

pull-down single stream mode kitchen faucet



FEATURES

- Solid brass construction
- Single volume and temperature lever control
- Aerated stream mode
- 360° spout rotation
- Ceramic cartridge # ABCA33499
- 3/8" connection
- 16' stainless steel braided supply hose

FINISHES

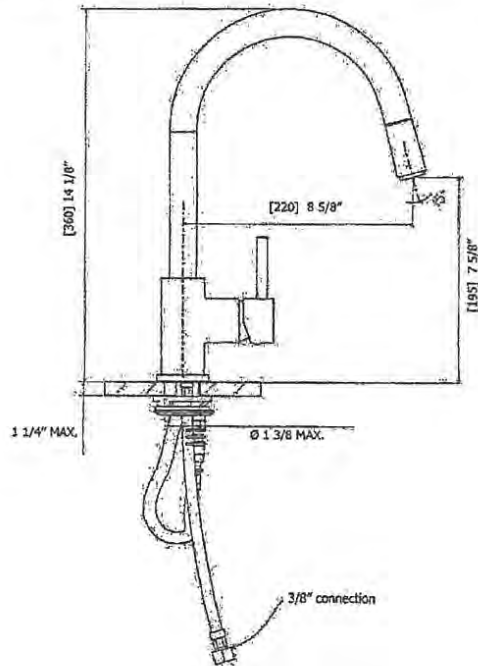
- Standard
- Polished chrome (pc)
- Brush nickel (bn)
- Custom
- 15 custom finishes available
- (ask your local Aquabrax authorized dealer for details)

WARRANTY

- Residential: Limited lifetime warranty to original purchaser
- Commercial: Two year warranty
- (Complete warranty available at www.aquabrax.com/warranty)

SPECS AT LARGE

- Overall spout projection: 9 3/4"
- CC spout projection: 8 5/8"
- Total faucet height: 14 1/8"
- Flow rate: 2.2 gpm
- Mounting hole: 1 3/8"
- Counter depth: 1 3/8"



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Last revision: 05/10/2016

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LAUNDRY ROOM

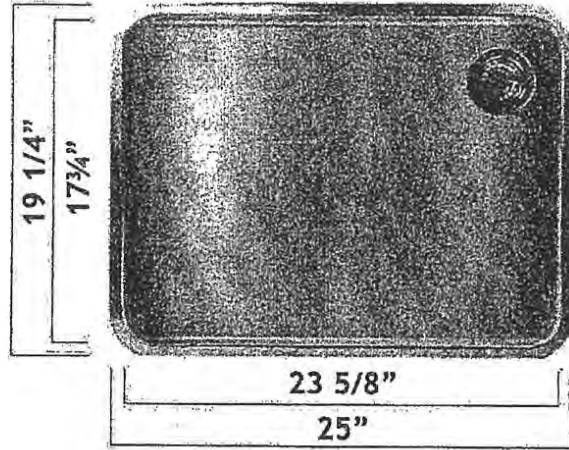


canaroma

BATH | TILE | LIGHTING



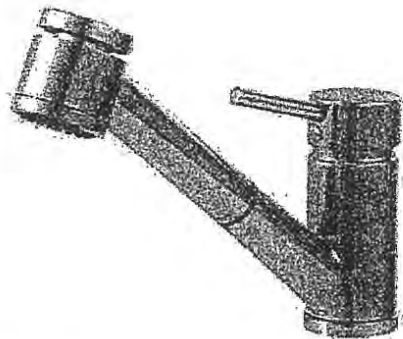
604530U Undermount



AQUABRASS

tapas 20343

pull-out dual stream mode kitchen faucet



FEATURES

- Solid brass construction
- Single volume and temperature lever control
- 2 stream mode: aerated + spray
- 100° spout rotation
- 3/8" connection
- 18" stainless steel braided supply hose

FINISHES

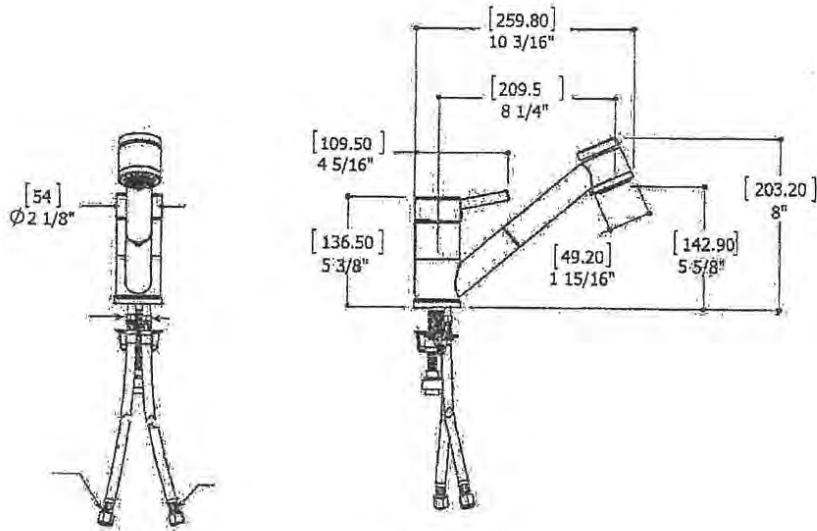
- Standard
- Polished chrome (pc)
- Brushed nickel PVD (bnpvd)
- Polished nickel PVD (pnpvd)
- Custom
- 15 custom finishes available
- (ask your local Aquabrax authorized dealer for details)

WARRANTY

- Residential: Limited lifetime warranty to original purchaser
- Commercial: Two years warranty
- (Complete warranty available at www.aquabrax.com/warranty)

SPECS AT LARGE

- Overall spout projection: 10 3/16" Flow rate: 2 gpm
- CC spout projection: 8 1/4" Mounting hole: 1 3/8"
- Total faucet height: 8" Counter depth: 1 3/8"



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last revision: 06/10/2016

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SCHEDULE "G"
WARNING CLAUSES

etc. of features and finishes installed in the Dwelling may vary from Vendor's samples as a result of normal manufacturing and installation processes.

8. The Purchaser(s) acknowledges and accepts that he shall not be entitled to any credit whatsoever for any extras that are included in Agreement of Purchase and Sale should he elect to alter, replace or delete any of the above extras.

9. If the work on the Dwelling has progressed beyond the point where any of the items covered by this extra cannot be installed due to timing, then this order is to be cancelled and monies paid in connection with the same are to be refunded to the Purchaser(s), without interest.

10. Subsequent to execution of the agreement of purchase and sale, no deposits will be refunded and if for any reason whatsoever the transaction of purchase and sale is not completed, the total cost of extras ordered will be forfeited as damages and not as a penalty.

The Purchaser(s) agrees that the extras required are properly and accurately described above, and that no other instructions, verbal or otherwise, are valid except those written above.

In consideration of the above request, the undersigned Purchaser(s) hereby attach their cheque in the amount of \$ 11 as payment in full for the extras, subject to the terms and conditions set out above.

Purchaser: [Signature]

Date: May 19, 2017

Purchaser: _____

Date: _____

The Vendor hereby agrees to incorporate the above requested extras into the above mentioned Dwelling, subject to the terms and conditions noted. The Vendor acknowledges receipt of \$ 11 as payment in full for the above noted extras.

VICAR HOMES LTD.
Per: [Signature]

Date: May 19th, 2017

SCHEDULE "H"

HST

Notwithstanding anything to the contrary contained in the Agreement of Purchase and Sale to which this Schedule "H" is attached (the "Agreement"), the parties hereby expressly acknowledge and agree to the following:

1. In this Schedule, unless otherwise set out, capitalized terms shall have the meaning given to them in the Agreement.
2. The Purchase Price herein includes Harmonized Sales Tax (hereinafter referred to as "HST"). The Vendor shall be solely responsible for the payment of the HST to Canada Revenue Agency, net of any and all refunds, credits or rebates or the like which may be available with respect thereto (the "HST Rebate").
3. The Purchaser hereby warrants and represents to the Vendor that with respect to this transaction, the Purchaser qualifies for the federal and provincial new housing rebates applicable pursuant to the Excise Tax Act (Canada) as may be amended and further warrants and represents that the Purchaser is a natural person who is acquiring the Property with the intention of being the sole beneficial owner thereof on the Closing (and not as the agent or trustee for or on behalf of any other party or parties), and covenants that upon the Closing, the Purchaser or one or more of the Purchaser's relations (as such terms are defined in the Excise Tax Act) shall personally occupy the Property as his primary place of residence, for such period of time as shall be required by the Excise Tax Act, and any other applicable legislation, in order to entitle the Purchaser to the HST Rebate in respect of the Purchaser's acquisition of the Property. The Purchaser further warrants and represents that he has not claimed (and hereby covenants the Purchaser shall not hereafter claim), for the Purchaser's own account, any part of the HST Rebate in connection with the Purchaser's acquisition of the Property.
4. In consideration of the Purchase Price being inclusive of HST, the Purchaser hereby irrevocably assigns (in such form as may be required by the Vendor and/or the Government of Canada and/or the Province of Ontario) to and in favour of the Vendor all of his right, title and interest in the HST Rebate and the Purchaser covenants and agrees to deliver to the Vendor on Closing or, if required by the Vendor, any time thereafter, any and all assignments, directions, applications, consents, declarations, undertakings and any other documents required by the Vendor to enable the Vendor to apply for and receive the HST Rebate. In addition, the Purchaser shall execute all documents and do all things necessary to fully cooperate with the Vendor in any manner which would legally minimize the amount of HST payable by the Vendor.
5. In the event the Purchaser shall, for any reason, fail to qualify for the HST Rebate, the Purchaser shall indemnify the Vendor in the amount that the Purchaser would have been entitled to had the Purchaser so qualified for the HST Rebate, and in the event that such failure to qualify is reasonably known before Closing, the Vendor shall be credited in the Statement of Adjustments with the amount of the HST Rebate on Closing. As security for the payment of such amount, the Purchaser does hereby charge and pledge his interest in the Property with the intention of creating a lien or charge against same.
6. Notwithstanding any other provision herein contained in this Agreement, the Purchaser acknowledges and agrees that the Purchase Price does not include HST exigible with respect to any of the adjustments payable by the Purchaser pursuant to this Agreement, or any extras or upgrades purchased, ordered or chosen by the Purchaser from the Vendor which are not specifically set forth in this Agreement, and the Purchaser covenants and agrees to pay such HST to the Vendor in accordance with the Excise Tax Act (Canada). In addition, and without limiting the generality of the foregoing, in the event that the Purchase Price is increased by the addition of extras, changes, upgrades or adjustments and as a result of such increase, the quantum of the Rebate that would otherwise be available is reduced or extinguished (the quantum of such reduction being hereinafter referred to as the "Reduction") then the Purchaser shall pay to the Vendor on Closing the amount of (as determined by the Vendor in its sole and absolute discretion) the Reduction.
7. The provisions of this Schedule supersede any provisions to the contrary contained in the Agreement.

SCHEDULE "T"

Homeowner Information Package

ORAL REPRESENTATIONS DO NOT FORM PART OF NOR CAN THEY AMEND THIS AGREEMENT

THE UNDERSIGNED PURCHASER(S) acknowledges that the Vendor has/will deliver to the undersigned a Homeowner Information Package as provided by Tarion on or before the date of the pre-delivery inspection and the undersigned will execute and return to the Vendor the confirmation of receipt of the Homeowner Information Package for the forwarding by the Vendor to Tarion in accordance with its requirements.

In witness whereof I/we have hereunto set my/our hand(s) and seal(s) in the presence of:

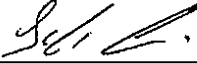


Witness:

Witness:

Witness:





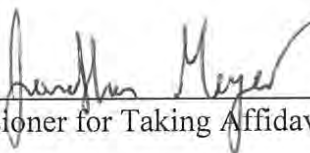
Purchaser

Purchaser

Purchaser

TAB TT

THIS IS EXHIBIT "TT" REFERRED TO IN THE
AFFIDAVIT OF OKSANA PROCIUK SWORN
BEFORE ME THIS 6th DAY OF NOVEMBER, 2018.


A Commissioner for Taking Affidavits, etc.

Jonathan Elan Meyer,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires April 21, 2020.

AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

PURCHASER, SYLVIA CONFORTI, agrees to purchase from VENDOR, VICAR HOMES LTD., the following

REAL PROPERTY:

Address: 87 Elm Grove Avenue fronting on the _____ side of _____ in the Town of Richmond Hill, ON (the "Property")

as more particularly described in the Agreement of Purchase Sale between the Purchaser and the Vendor, dated May 19, 2017.

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

DELETE the following from the bottom of Schedule "B", page 1:

" * Despite anything set out to the contrary, the Vendor and Purchaser agree that the Outside Occupancy Date shall be no later than August 1, 2018, unless otherwise agreed to by the Purchaser."

INSERT the following at the bottom of Schedule "B", page 1:

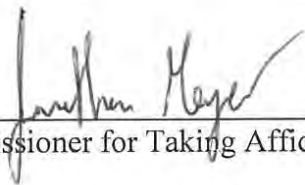
" * Despite anything set out to the contrary, the Vendor and Purchaser agree that the Outside Occupancy Date shall be no later than October 1, 2018, unless otherwise agreed to by the Purchaser."

DATED AT TORONTO this 11 day of June, 2018. SIGNED, SEALED AND DELIVERED in the presence of: [Signature] IN WITNESS, whereof I have hereunto set my hand and seal: [Signature] Date 06/11/18 (Witness) [Signature] SYLVIA CONFORTI (Seal)

DATED AT _____ this _____ day of June, 2018. SIGNED, SEALED AND DELIVERED in the presence of: _____ IN WITNESS, whereof I have hereunto set my hand and seal: VICAR HOMES LTD. per: _____ Date _____ (Witness) _____ Name: Richard Cabral (Seal) Title: Director of Operations I have authority to bind the corporation

TAB UU

THIS IS EXHIBIT "UU" REFERRED TO IN THE
AFFIDAVIT OF OKSANA PROCIUK SWORN
BEFORE ME THIS 6th DAY OF NOVEMBER, 2018.



A Commissioner for Taking Affidavits, etc.

Jonathan Elan Meyer,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires April 21, 2020.

From: Grossman, Barbara
Sent: October 25, 2018 5:06 PM
To: Kraft, Kenneth;
Cc: Toupin, Alexandre
Subject: FW: 87 Elm Grove Avenue, Richmond Hill

fyi



Barbara L Grossman
Partner

D +1 416 863 4417
barbara.grossman@dentons.com
Bio | LinkedIn | Website

Dentons Canada LLP
77 King Street West, Suite 400, TD Centre Toronto, ON M5K 0A1 Canada

HPRP > Zain & Co. > Delany Law > Dinner Martin > Maclay Murray & Spens > Gallo Barrios Pickmann > Muñoz > Cardenas & Cardenas > Lopez Velarde > Rodyk > Boekel > OPF Partners > 大成

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From: Walter P Burych <wpburych@burychlawyers.com>
Sent: October 25, 2018 4:57 PM
To: Grossman, Barbara <barbara.grossman@dentons.com>
Cc: Brian Horlick <bhorlick@hldlawyers.com>
Subject: RE: 87 Elm Grove Avenue, Richmond Hill

Good afternoon Ms. Grossman,

I have forwarded your email on to Mr. Demaria for instructions. The timeliness of my reply to your below email is wholly dependent on when Mr. Demaria responds to me, and what that response will be.

Brian, I understand that your client and either Richard or Carlo were speaking with one another. Can you please verify that from your client? Thanks

Regards,

Walter

From: Grossman, Barbara [<mailto:barbara.grossman@dentons.com>]
Sent: October-25-18 4:18 PM
To: Brian Horlick; Walter P Burych
Subject: RE: 87 Elm Grove Avenue, Richmond Hill
Importance: High

Mr. Burych,

Further to Mr. Horlick's email to you below, I understand from Mr. Horlick (the solicitor for the purchaser) that you have been unable to get instructions from your clients, the vendor and property owner, to grant the purchaser access to the property pursuant to its access rights under its APS which was scheduled to close on October 1, 2018. I further understand that all construction has halted and the house on the property is incomplete.

As you are aware, our client BCU is the mortgagee of the property under a mortgage that is in default. By demand letter dated September 21, 2018 we made a formal written request of the property owner/mortgagor, 2321197 Ontario Inc., copied to the guarantor Mr. Carlo De Maria, to exercise BCU's access rights to the property under the mortgage loan terms after October 3, 2018 in order to fully inspect the house under construction on the property. We also requested the list of unfinished work for the property that we understand is being maintained by Richard Cabral of Vicar Homes Ltd., the builder/vendor.

As we have had no response to date to either of our requests on behalf of BCU, I am taking this opportunity to reiterate both of our requests to you so that you may convey them to your clients 2321197 Ontario Inc., Vicar Homes Ltd. and Carlo De Maria and obtain instructions. With the onset of winter weather, these inspection requests are now urgent. We look forward to your prompt reply and request that you reply in writing.



Barbara L. Grossman
Partner

D +1 416 863 4417
barbara.grossman@dentons.com
Bio | LinkedIn | Website

Dentons Canada LLP
77 King Street West, Suite 400, TD Centre Toronto, ON M5K 0A1 Canada

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> Muñoz > Cardenas & Cardenas > Lopez Velarde > Rodyk > Boekel > OPF Partners > 大成

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From: Brian Horlick <bhorlick@hldlawyers.com>

Sent: September 28, 2018 4:59 PM

To: 'Walter P Burych' <wpburych@burychlawyers.com>

Subject: RE: 87 Elm Grove Avenue, Richmond Hill

Walter,

Further to your correspondence of August 29, 2018 it is clear that your client is unable to close this transaction, and has committed an anticipatory repudiation of the contract.

Our client rejects such repudiation, and expects that your client will carry out its obligations.

On a number of occasions we have requested to inspect the property, the latest being September 21, 2018. In that regard, we were advised by you, on September 25, 2018 that you were unable to obtain instructions in this regard.

Our client is ready willing and able to close this transaction, and we hereby demand access to conduct the PDI in accordance with the agreement. We further expect that the closing will take place on October 1, 2018, failing which we will seek instructions to commence proceedings for specific performance. 371

Yours Truly,

Brian Horlick
Legal Services provided through
Brian Horlick Professional Corporation



HORLICK LEVITT DI LELLA LLP
100 Sheppard Avenue East
Suite 870
Toronto, ON M2N 6N5
T: 416.512.7440 ext 227
F: 416.512.8710
E: bhorlick@hldlawyers.com

Visit our website at www.hldlawyers.com for more information about our firm and the services that we provide..

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From: Brian Horlick
Sent: September 3, 2018 1:57 PM
To: Walter P Burych <wpburych@burychlawyers.com>
Subject: RE: 87 Elm Grove Avenue, Richmond Hill

Walter,

Thank you for your below email.

I will seek client instructions and advise.

In the meantime, can you please provide us with a mortgage statement setting out the monies owed by your client to the first mortgagee, Buduchnist Credit Union Limited? As you will recall, you had agreed to obtain and provide this to us in our discussions of August 22 and then again on August 24, 2018.

Regards,

Brian Horlick
Legal Services provided through
Brian Horlick Professional Corporation



HORLICK LEVITT DI LELLA LLP
100 Sheppard Avenue East
Suite 870
Toronto, ON M2N 6N5
T: 416.512.7440 ext 227
F: 416.512.8710
E: bhorlick@hldlawyers.com

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372

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From: Walter P Burych <wpburych@burychlawyers.com>
Sent: August 29, 2018 4:14 PM
To: Brian Horlick <bhorlick@hldlawyers.com>
Subject: RE: Elm Grove

Hi Brian, my client advises that based on a restart during the second week of September, we should be looking at a mid March closing date.

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Sent: August-29-18 1:34 PM
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Subject: RE: Elm Grove

Hi Brian,

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Walter

From: Brian Horlick [<mailto:bhorlick@hldlawyers.com>]
Sent: August-28-18 5:06 PM
To: Walter P Burych
Subject: RE: Elm Grove

Walter,

As per your email below, may I please hear from you?

As advised, this matter is highly time sensitive.

Thanks

Brian Horlick
Legal Services provided through
Brian Horlick Professional Corporation



HORLICK LEVITT DI LELLA LLP
100 Sheppard Avenue East
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From: Walter P Burych <wpburych@burychlawyers.com>
Sent: August 24, 2018 4:08 PM
To: Brian Horlick <bhorlick@hldlawyers.com>
Subject: Elm Grove

Hi Brian,

I expect to receive instructions on Monday.....

Walter P. Burych
Burych Lawyers
204 - 89 Queensway West
Mississauga ON L5B 2V2

Phone: 905.896.8600 ext. 223
Fax: 905.896.9757
Email: wpburych@burychlawyers.com
Web: www.burychlawyers.com

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From: Grossman, Barbara <barbara.grossman@dentons.com>
Sent: October 25, 2018 4:18 PM
To: Brian Horlick; 'Walter P Burych'
Subject: RE: 87 Elm Grove Avenue, Richmond Hill

Importance: High

Mr. Burych,

Further to Mr. Horlick's email to you below, I understand from Mr. Horlick (the solicitor for the purchaser) that you have been unable to get instructions from your clients, the vendor and property owner, to grant the purchaser access to the property pursuant to its access rights under its APS which was scheduled to close on October 1, 2018. I further understand that all construction has halted and the house on the property is incomplete.

As you are aware, our client BCU is the mortgagee of the property under a mortgage that is in default. By demand letter dated September 21, 2018 we made a formal written request of the property owner/mortgagor, 2321197 Ontario Inc., copied to the guarantor Mr. Carlo De Maria, to exercise BCU's access rights to the property under the mortgage loan terms after October 3, 2018 in order to fully inspect the house under construction on the property. We also requested the list of unfinished work for the property that we understand is being maintained by Richard Cabral of Vicar Homes Ltd., the builder/vendor.

As we have had no response to date to either of our requests on behalf of BCU, I am taking this opportunity to reiterate both of our requests to you so that you may convey them to your clients 2321197 Ontario Inc., Vicar Homes Ltd. and Carlo De Maria and obtain instructions. With the onset of winter weather, these inspection requests are now urgent. We look forward to your prompt reply and request that you reply in writing.

大成 DENTONS

Barbara L Grossman
 Partner

D +1 416 863 4417
 barbara.grossman@dentons.com
 Bio | LinkedIn | Website

Dentons Canada LLP
 77 King Street West, Suite 400, TD Centre Toronto, ON M5K 0A1 Canada

HPRP > Zain & Co. > Delany Law > Dinner Martin > Maclay Murray & Spens > Gallo Barrios Pickmann
 > Muñoz > Cardenas & Cardenas > Lopez Velarde > Rodyk > Boekel > OPF Partners > 大成

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From: Brian Horlick <bhorlick@hldlawyers.com>
Sent: September 28, 2018 4:59 PM
To: 'Walter P Burych' <wpburych@burychlawyers.com>
Subject: RE: 87 Elm Grove Avenue, Richmond Hill

Walter,

Further to your correspondence of August 29, 2018 it is clear that your client is unable to close this transaction, and has committed an anticipatory repudiation of the contract.

Our client rejects such repudiation, and expects that your client will carry out its obligations.

On a number of occasions we have requested to inspect the property, the latest being September 21, 2018. In that regard, we were advised by you, on September 25, 2018 that you were unable to obtain instructions in this regard.

Our client is ready willing and able to close this transaction, and we hereby demand access to conduct the PDI in accordance with the agreement. We further expect that the closing will take place on October 1, 2018, failing which we will seek instructions to commence proceedings for specific performance.

Yours Truly,

Brian Horlick
Legal Services provided through
Brian Horlick Professional Corporation



HORLICK LEVITT DI LELLA LLP
100 Sheppard Avenue East
Suite 870
Toronto, ON M2N 6N5
T: 416.512.7440 ext 227
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From: Brian Horlick
Sent: September 3, 2018 1:57 PM
To: Walter P Burych <wpburych@burychlawyers.com>
Subject: RE: 87 Elm Grove Avenue, Richmond Hill

Walter,

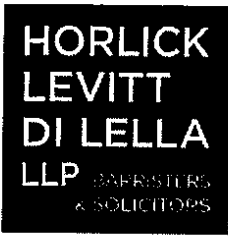
Thank you for your below email.

I will seek client instructions and advise.

In the meantime, can you please provide us with a mortgage statement setting out the monies owed by your client to the first mortgagee, Buduchnist Credit Union Limited? As you will recall, you had agreed to obtain and provide this to us in our discussions of August 22 and then again on August 24, 2018.

Regards,

Brian Horlick
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Thanks

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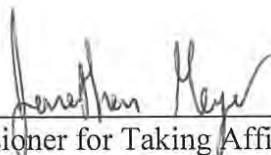
Phone: 905.896.8600 ext. 223
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TAB VV

THIS IS EXHIBIT "VV" REFERRED TO IN THE
AFFIDAVIT OF OKSANA PROCIUK SWORN
BEFORE ME THIS 6th DAY OF NOVEMBER, 2018.



A Commissioner for Taking Affidavits, etc.

Jonathan Elan Meyer,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires April 21, 2020.

From: Brian Horlick <bhorlick@hldlawyers.com>
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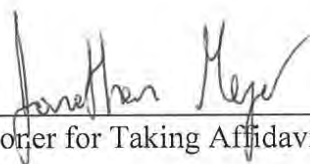
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TAB WW

THIS IS EXHIBIT "WW" REFERRED TO IN THE
AFFIDAVIT OF OKSANA PROCIUK SWORN
BEFORE ME THIS 6th DAY OF NOVEMBER, 2018.



A Commissioner for Taking Affidavits, etc.

Jonathan Elan Meyer,
a Commissioner, etc., Province of
Ontario, while a Student-at-Law.
Expires April 21, 2020.

From: Brian Horlick <bhorlick@hldlawyers.com>
Sent: September 28, 2018 7:20 PM
To: Grossman, Barbara
Subject: 87 Elm Grove Avenue, Richmond Hill

Barbara,

I spoke with our client's contractor tonight. He advises that the house must be heated or the foundations must be covered with insulation tarp should the temperature drop below 0 celsius. This is because when the ground freezes, all moisture/water in the ground expands and results in the heaving of the concrete which can cause warping and/or bowing of the floors, structure and foundation. Additionally, if there is any water in the pipes, the pipes can burst and the house will flood causing excessive damage throughout the property.

Once you have had a chance to review the file with your client, please give me a call so that we can discuss the way forward.

Have a good weekend.

Brian Horlick
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Brian Horlick Professional Corporation



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BUDUCHNIST CREDIT UNION LIMITED
Applicant

- and -

Court File No:

2321197 ONTARIO INC. et al.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

AFFIDAVIT OF OKSANA PROCIUK
(sworn November 6, 2018)

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1

Barbara Grossman (LSO # 20947K)
Tel: 416-863-4417
Fax: 416-863-4592
barbara.grossman@dentons.com

Kenneth Kraft (LSO # 31919P)
Tel: 416-863-4374
kenneth.kraft@dentons.com

Lawyers for Buduchnist Credit Union Limited

TAB 3

Court File No.

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

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

**2321197 ONTARIO INC., CARLO DEMARIA, SANDRA DEMARIA,
2321198 ONTARIO INC., SASI MACH LIMITED and VICAR HOMES LTD.**

Respondents

CONSENT TO ACT

THE UNDERSIGNED, if appointed by this Honourable Court, consents to act as:

- (a) receiver in accordance with an order substantially in the form of the proposed Receivership Order sought and included in the Application Record of the Applicant; and
- (b) interim receiver in accordance with an order substantially in the form of the proposed Interim Receivership Order sought and included in the Application Record of the Applicant

DATED at Toronto this 6th day of November, 2018

ZEIFMAN PARTNERS INC.

Per: Name: AURA RUTMANTitle: PRESIDENT

Court File No:

BUDUCHNIST CREDIT UNION LIMITED
Applicant

- and -

2321197 **ONTARIO INC. et al.**
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

CONSENT TO ACT

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1

Barbara Grossman (LSO # 20947K)
Tel: (416) 863-4417
Fax: (416) 863-4592
barbara.grossman@dentons.com

Kenneth Kraft (LSO # 31919P)
Tel: (416) 863-4374
kenneth.kraft@dentons.com

Lawyers for Buduchnist Credit Union Limited

36374054_1\NATDOCS

TAB 4

Court File No.

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

THE HONOURABLE) WEEKDAY, THE #
)
JUSTICE) DAY OF MONTH, 20YR
)

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

**2321197 ONTARIO INC., CARLO DEMARIA, SANDRA DEMARIA,
2321198 ONTARIO INC., SASI MACH LIMITED and VICAR HOMES LTD.**

Respondents

**ORDER
(appointing Interim Receiver)**

THIS APPLICATION made by the Applicant for an Order pursuant to section 47(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) appointing Zeifman Partners Inc. (“**Zeifmans**”) as interim receiver (in such capacities, the “**Interim Receiver**”) without security, of the Real Properties (defined below), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Oksana Prociuk, sworn [DATE] and the Exhibits thereto and on hearing the submissions of counsel for [NAMES], and any other party appearing, and on reading the consent of Zeifmans to act as the Interim Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to Section 47(1) of the BIA, Zeifmans is hereby appointed Interim Receiver, without security, of the real properties described in Schedule "A" hereto (collectively, the "**Real Properties**" and each a "**Real Property**"), including all rents arising therefrom and proceeds thereof (collectively, the "**Property**").

INTERIM RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts, rents and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise

of the Interim Receiver's powers and duties, including without limitation those conferred by this Order;

- (d) to receive and collect all monies, rent and accounts now owed or hereafter owing to the Respondents in respect of or relating to the Real Properties, and to exercise all remedies of the Respondents in collecting such monies, including, without limitation, to enforce any security held by the Respondents;
- (e) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate on all matters relating to the Property and the interim receivership, and to share information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;
- (f) to, without any further Court approval, on the condition that it is determined to be desirable by the Interim Receiver, in its discretion, (i) sell and convey the Elm Property pursuant to the Agreement of Purchase and Sale, accepted May 19, 2017, between Vicar Homes Ltd. and Sylvia Conforti, as amended, subject to monetary adjustments and such amendments as the Interim Receiver may deem appropriate, or (b) negotiate and enter into a new agreement for the sale of the Elm Property, on terms acceptable to the Interim Receiver and the Applicant, and sell and convey the Elm Property to Sylvia Conforti pursuant to such sale agreement;
- (g) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Real Properties; and
- (h) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE INTERIM RECEIVER

4. **THIS COURT ORDERS** that (i) the Respondents, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “Persons” and each being a “Person”) shall grant immediate and continued access to the Property to the Interim Receiver, and shall deliver all access codes and keys to the Real Properties to the Interim Receiver upon the Interim Receiver's request.

NO PROCEEDINGS AGAINST THE INTERIM RECEIVER

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

NO PROCEEDINGS AGAINST THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

7. **THIS COURT ORDERS** that all rights and remedies against the Interim Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Interim Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Interim Receiver or the Respondents to carry on any business which the Respondents are not lawfully entitled to carry on, (ii) exempt the Interim Receiver or the Respondents from compliance with statutory or regulatory provisions

relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

INTERIM RECEIVER TO HOLD FUNDS

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE INTERIM RECEIVER'S LIABILITY

10. **THIS COURT ORDERS** that the Interim Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Interim Receiver by section 14.06 of the BIA or by any other applicable legislation.

INTERIM RECEIVER'S ACCOUNTS

11. **THIS COURT ORDERS** that the Interim Receiver and counsel to the Interim Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Interim Receiver and counsel to the Interim Receiver shall be entitled to and are hereby granted a charge (the "**Interim Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Interim Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

12. **THIS COURT ORDERS** that the Interim Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Interim Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

13. **THIS COURT ORDERS** that prior to the passing of its accounts, the Interim Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Interim Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

14. **THIS COURT ORDERS** that the Interim Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$50,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Interim Receiver by this Order, including interim expenditures. The Real Property identified in each Interim Receiver's Certificate (defined below), including all rents arising therefrom and proceeds thereof, shall be and is hereby charged by way of a fixed and specific charge (the "**Interim Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Interim Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

15. **THIS COURT ORDERS** that neither the Interim Receiver's Borrowings Charge nor any other security granted by the Interim Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

16. **THIS COURT ORDERS** that the Interim Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Interim Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

17. **THIS COURT ORDERS** that the monies from time to time borrowed by the Interim Receiver pursuant to this Order or any further order of this Court and any and all Interim Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Interim Receiver's Certificates.

ONTARIO NEW HOME WARRANTIES PLAN ACT

18. **THIS COURT ORDERS AND DECLARES** that the Interim Receiver is not a "vendor" as defined in, and for the purposes of, the *Ontario New Home Warranties Plan Act*.

SERVICE AND NOTICE

19. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “Protocol”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ‘<@>’.

20. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Interim Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Respondents’ creditors or other interested parties at their respective addresses as last shown on the records of the Respondents and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

21. **THIS COURT ORDERS** that the Interim Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

22. **THIS COURT ORDERS** that nothing in this Order shall prevent the Interim Receiver from acting as a trustee in bankruptcy of the Respondents.

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

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

24. **THIS COURT ORDERS** that the Interim Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Interim Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

25. **THIS COURT ORDERS** that the Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Interim Receiver from the sale of the Real Properties with such priority and at such time as this Court may determine.

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

SCHEDULE "A"**REAL PROPERTIES**

1. **PIN:** **03199-0011 (LT)**

Property PCL 7-1 SEC M1563; LT 7 PL M1563; Town of Richmond Hill
Description:

Address: 87 Elm Grove Avenue
 Richmond Hill, ON L4E 2W8

2. **PIN:** **03206-3618 (LT)**

Property PT LOT 26, PLAN M807, PT1, 65R34410,; Town of Richmond Hill
Description:

Address: 46 Puccini Drive
 Richmond Hill, ON L4E 2Y6

3. **PIN:** **10213-0180 (LT)**

Property LT 20 PL 3457 North York; City of Toronto
Description

Address: 506 Wilson Heights Blvd
 North York, ON M3H 2V6

SCHEDULE "B"

INTERIM RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that Zeifman Partners Inc., the interim receiver (the "**Interim Receiver**") of the real properties described in Schedule "A" hereto (the "**Real Properties**" and each a "**Real Property**"), including all rents arising therefrom and all proceeds thereof, appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ____ day of November, 2018 (the "**Order**") made in an action having Court file number __-CL-_____, has received as such Interim Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Interim Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the ____ day of each month] after the date hereof at a notional rate per annum equal to the rate of ____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Interim Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Real Property bearing PIN: _____, including all rents arising therefrom and proceeds thereof, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Interim Receiver to indemnify itself out of such Real Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Interim Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Interim Receiver to deal with the Real Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Interim Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

Zeifman Partners Inc., solely in its capacity as
Interim Receiver of the Real Properties, and not
in its personal capacity

Per: _____
Name:
Title:

Court File No:

BUDUCHNIST CREDIT UNION LIMITED
Applicant

- and -

2321197 ONTARIO INC. et al.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

ORDER
(appointing Interim Receiver)

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1

Barbara Grossman (LSO # 20947K)
Tel: (416) 863-4417
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Kenneth Kraft (LSO # 31919P)
Tel: (416) 863-4374
kenneth.kraft@dentons.com

Lawyers for Buduchnist Credit Union Limited

TAB 5

Revised: January 21, 2014
s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE

)

WEEKDAY, THE #

JUSTICE

)

DAY OF MONTH, 20YR

)

PLAINTIFF¹

Plaintiff

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

DEFENDANT

Defendant

2321197 ONTARIO INC., CARLO DEMARIA, SANDRA DEMARIA,
2321198 ONTARIO INC., SASLMACH LIMITED and VICAR HOMES LTD.

Respondents

ORDER
(appointing Interim Receiver)

~~THIS MOTION~~ **APPLICATION** made by the Plaintiff² Applicant for an Order pursuant to section ~~243~~47(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 (the "CJA") appointing [RECEIVER'S NAME] as receiver [and manager] "BIA" appointing Zeifman

¹The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application.

~~This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

²Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".

Partners Inc. ("Zeifmans") as interim receiver (in such capacities, the "Interim Receiver") without security, of all of the assets, undertakings and properties of [DEBTOR'S NAME] (the "Debtor") ~~acquired for, or used in relation to a business carried on by the Debtor~~ the Real Properties (defined below), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the ~~affidavit~~ Affidavit of [NAME] Oksana Prociuk, sworn [DATE] and the Exhibits thereto and on hearing the submissions of counsel for [NAMES], ~~no one appearing for [NAME] although duly served as appears from the affidavit of service of [NAME] sworn [DATE] and any other party appearing,~~ and on reading the consent of ~~[RECEIVER'S NAME]~~ Zeifmans to act as the Interim Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~application is hereby abridged and validated³ so that this ~~motion~~application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to ~~section 243~~Section 47(1) of the BIA ~~and section 101 of the CJA,~~ [RECEIVER'S NAME], Zeifmans is hereby appointed Interim Receiver, without security, ~~of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor~~real properties described in Schedule "A" hereto (collectively, the "Real Properties" and each a "Real Property"), including all rents arising therefrom and proceeds thereof (collectively, the "Property").

INTERIM RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts, rents and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;

³ ~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

~~(e) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;~~

(c) ~~(d)~~—to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Interim Receiver's powers and duties, including without limitation those conferred by this Order;

~~(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;~~

(d) ~~(f)~~—to receive and collect all monies, rent and accounts now owed or hereafter owing to the Debtor Respondents in respect of or relating to the Real Properties, and to exercise all remedies of the Debtor Respondents in collecting such monies, including, without limitation, to enforce any security held by the Debtor Respondents;

~~(g) to settle, extend or compromise any indebtedness owing to the Debtor;~~

~~(h) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;~~

~~(i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings.⁴ The authority hereby~~

⁴ This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.

~~conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;~~

~~(j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;~~

~~(k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business;~~

~~(i) without the approval of this Court in respect of any transaction not exceeding \$ _____, provided that the aggregate consideration for all such transactions does not exceed \$ _____; and~~

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

~~and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, [or section 31 of the Ontario *Mortgages Act*, as the case may be,]⁵ shall not be required, and in each case the Ontario *Bulk Sales Act* shall not apply.~~

~~(l) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;~~

~~(e) (m) to report to, meet with and discuss with such affected Persons (as defined below) as the Interim Receiver deems appropriate on all matters relating to the Property and the interim receivership, and to share~~

⁵ If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.

information, subject to such terms as to confidentiality as the Interim Receiver deems advisable;

(f) ~~to, without any further Court approval, on the condition that it is determined to be desirable by the Interim Receiver, in its discretion, (i) sell and convey the Elm Property pursuant to the Agreement of Purchase and Sale, accepted May 19, 2017, between Vicar Homes Ltd. and Sylvia Conforti, as amended, subject to monetary adjustments and such amendments as the Interim Receiver may deem appropriate, or (b) negotiate and enter into a new agreement for the sale of the Elm Property, on terms acceptable to the Interim Receiver and the Applicant, and sell and convey the Elm Property to Sylvia Conforti pursuant to such sale agreement;~~

(g) ~~(n)~~ to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

~~(o)~~ to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;

~~(p)~~ to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor; ~~(q)~~ to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have Real Properties; and

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE INTERIM RECEIVER

4. **THIS COURT ORDERS** that (i) the ~~Debtor~~Respondents, (ii) all of ~~its~~their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on ~~its~~their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons") and each being a "Person") ~~shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control,")~~ shall grant immediate and continued access to the Property to the Interim Receiver, and shall deliver all such ~~Property~~access codes and keys to the Real Properties to the Interim Receiver upon the Interim Receiver's request.

~~5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.~~

~~6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully~~

~~copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.~~

~~7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.~~

NO PROCEEDINGS AGAINST THE INTERIM RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

6. ~~9.~~ THIS COURT ORDERS that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Interim Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

7. ~~10.~~ **THIS COURT ORDERS** that all rights and remedies against the ~~Debtor, the~~ Interim Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Interim Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Interim Receiver or the ~~Debtor~~ Respondents to carry on any business which the ~~Debtor is~~ Respondents are not lawfully entitled to carry on, (ii) exempt the Interim Receiver or the ~~Debtor~~ Respondents from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

~~NO INTERFERENCE WITH THE RECEIVER~~

~~11. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.~~

~~CONTINUATION OF SERVICES~~

~~12. THIS COURT ORDERS that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.~~

INTERIM RECEIVER TO HOLD FUNDS

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

EMPLOYEES

~~14. — THIS COURT ORDERS that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. — The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.~~

PIPEDA

~~15. — THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all~~

~~material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.~~

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE INTERIM RECEIVER'S LIABILITY

10 ~~17.~~ **THIS COURT ORDERS** that the Interim Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Interim Receiver by section 14.06 of the BIA or by any other applicable legislation.

INTERIM RECEIVER'S ACCOUNTS

11. ~~18.~~ **THIS COURT ORDERS** that the Interim Receiver and counsel to the Interim Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Interim Receiver and counsel to the Interim Receiver shall be entitled to and are hereby granted a charge (the "Interim Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Interim Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶

12. ~~19.~~ **THIS COURT ORDERS** that the Interim Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Interim Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

13. ~~20.~~ **THIS COURT ORDERS** that prior to the passing of its accounts, the Interim Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Interim Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

14. ~~21.~~ **THIS COURT ORDERS** that the Interim Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$ 50,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or

⁶ Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".

periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Interim Receiver by this Order, including interim expenditures. ~~The whole of the Property~~ Real Property identified in each Interim Receiver's Certificate (defined below), including all rents arising therefrom and proceeds thereof, shall be and is hereby charged by way of a fixed and specific charge (the "Interim Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Interim Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

15. ~~22.~~ **THIS COURT ORDERS** that neither the Interim Receiver's Borrowings Charge nor any other security granted by the Interim Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

16. ~~23.~~ **THIS COURT ORDERS** that the Interim Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A""B" hereto (the "Interim Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

17. ~~24.~~ **THIS COURT ORDERS** that the monies from time to time borrowed by the Interim Receiver pursuant to this Order or any further order of this Court and any and all Interim Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Interim Receiver's Certificates.

ONTARIO NEW HOME WARRANTIES PLAN ACT

18. **THIS COURT ORDERS AND DECLARES** that the Interim Receiver is not a "vendor" as defined in, and for the purposes of, the *Ontario New Home Warranties Plan Act*.

SERVICE AND NOTICE

19. ~~25.~~ **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at

<http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL



20. ~~26.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Interim Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Debtor's Respondents' creditors or other interested parties at their respective addresses as last shown on the records of the Debtor Respondents and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

21. ~~27.~~ **THIS COURT ORDERS** that the Interim Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

22. ~~28.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Interim Receiver from acting as a trustee in bankruptcy of the Debtor Respondents.

23. ~~29.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Interim Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Interim Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Interim Receiver and its agents in carrying out the terms of this Order.

24. ~~30.~~ **THIS COURT ORDERS** that the Interim Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Interim Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

25. ~~31.~~ **THIS COURT ORDERS** that the Plaintiff Applicant shall have its costs of this motion, up to and including entry and service of this Order, provided for by the terms of the Plaintiff Applicant's security or, if not so provided by the Plaintiff Applicant's security, then on a substantial indemnity basis to be paid by the Interim Receiver from the Debtor's estate sale of the Real Properties with such priority and at such time as this Court may determine.

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

SCHEDULE "A"

REAL PROPERTIES

- | | | |
|-----------|-------------------------------------|---|
| <u>1.</u> | <u>PIN:</u> | <u>03199-0011 (LT)</u> |
| | <u>Property Description:</u> | <u>PCL 7-1 SEC M1563; LT 7 PL M1563; Town of Richmond Hill</u> |
| | <u>Address:</u> | <u>87 Elm Grove Avenue
Richmond Hill, ON L4E 2W8</u> |
| <u>2.</u> | <u>PIN:</u> | <u>03206-3618 (LT)</u> |
| | <u>Property Description:</u> | <u>PT LOT 26, PLAN M807, PT1, 65R34410.; Town of Richmond Hill</u> |
| | <u>Address:</u> | <u>46 Puccini Drive
Richmond Hill, ON L4E 2Y6</u> |
| <u>3.</u> | <u>PIN:</u> | <u>10213-0180 (LT)</u> |
| | <u>Property Description:</u> | <u>LT 20 PL 3457 North York; City of Toronto</u> |
| | <u>Address:</u> | <u>506 Wilson Heights Blvd
North York, ON M3H 2V6</u> |

SCHEDULE "B"

INTERIM RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that ~~[RECEIVER'S NAME]~~ Zeifman Partners Inc., the interim receiver (the "Interim Receiver") of the assets, undertakings and properties ~~[DEBTOR'S NAME]~~ acquired for, or used in relation to a business carried on by the Debtor real properties described in Schedule "A" hereto (the "Real Properties" and each a "Real Property"), including all rents arising therefrom and all proceeds thereof ~~(collectively, the "Property")~~, appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ___ day of _____, 20November, 2018 (the "Order") made in an action having Court file number -CL- _____, has received as such Interim Receiver from the holder of this certificate (the "Lender") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Interim Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Interim Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the ~~Property~~ Real Property bearing PIN: _____, including all rents arising therefrom and proceeds thereof, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Interim Receiver to indemnify itself out of such Real Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Interim Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Interim Receiver to deal with the Real Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Interim Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

{RECEIVER'S NAME} Zeifman Partners Inc.,
solely in its capacity as Interim Receiver of the
Property Real Properties, and not in its personal
capacity

Per: _____

Name:

Title:

SCHEDULE "A" TO INTERIM RECEIVER CERTIFICATE

REAL PROPERTIES

<u>1.</u>	<u>PIN:</u>	<u>03199-0011 (LT)</u>
	<u>Property Description:</u>	<u>PCL 7-1 SEC M1563; LT 7 PL M1563; Town of Richmond Hill</u>
	<u>Address:</u>	<u>87 Elm Grove Avenue Richmond Hill, ON L4E 2W8</u>
<u>2.</u>	<u>PIN:</u>	<u>03206-3618 (LT)</u>
	<u>Property Description:</u>	<u>PT LOT 26, PLAN M807, PT1, 65R34410.; Town of Richmond Hill</u>
	<u>Address:</u>	<u>46 Puccini Drive Richmond Hill, ON L4E 2Y6</u>
<u>3.</u>	<u>PIN:</u>	<u>10213-0180 (LT)</u>
	<u>Property Description:</u>	<u>LT 20 PL 3457 North York; City of Toronto</u>
	<u>Address:</u>	<u>506 Wilson Heights Blvd North York, ON M3H 2V6</u>

Court File No:

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

2321197 ONTARIO INC. et al.
Respondents

ONTARIO

SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

ORDER

(appointing Interim Receiver)

DENTONS CANADA LLP

77 King Street West, Suite 400

Toronto-Dominion Centre

Toronto, ON M5K 0A1

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Lawyers for Buduchnist Credit Union Limited

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Document comparison by Workshare 9.5 on November 6, 2018 11:48:53 AM

Input:	
Document 1 ID	file://\law.firm\Users\campbellam\My Documents\receivership-order-EN.doc
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Document 2 ID	interwovenSite://NDCDMS01.LAW.FIRM/NATDOCS/36291732/4
Description	#36291732v4<NATDOCS> - draft Order (appointing Interim Receiver) - October 2018
Rendering set	Dentons Standard

Legend:	
<u>Insertion</u>	
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Style change	
Format change	
Moved deletion	
Inserted cell	
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Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	278
Deletions	158
Moved from	0

TAB 6

Court File No.

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

THE HONOURABLE) , THE
JUSTICE)
) DAY OF NOVEMBER, 2018

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

**2321197 ONTARIO INC., CARLO DEMARIA, SANDRA DEMARIA,
2321198 ONTARIO INC., SASI MACH LIMITED and VICAR HOMES LTD.**

Respondents

**ORDER
(appointing Receiver)**

THIS APPLICATION made by the Applicant for an Order pursuant to 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 (the “**CJA**”) appointing Zeifman Partners Inc. (“**Zeifmans**”) as receiver and manager (in such capacities, the “**Receiver**”) without security, of the Real Properties (defined below), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of Oksana Prociuk, sworn [DATE] and the Exhibits thereto and on hearing the submissions of counsel for [NAMES], [no one appearing for [NAME] although duly served as appears from the affidavit of service of [NAME] sworn [DATE]] and on reading the consent of Zeifmans to act as the Receiver,

SERVICE

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

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, Zeifmans is hereby appointed Receiver, without security, of the real properties described in Schedule "A" hereto (collectively, the "**Real Properties**" and each a "**Real Property**"), including all rents arising therefrom and proceeds thereof (collectively, the "**Property**").

RECEIVER'S POWERS

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

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts, rents and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise

of the Receiver's powers and duties, including without limitation those conferred by this Order;

- (d) to receive and collect all monies, rent and accounts now owed or hereafter owing to the Respondents in respect of or relating to the Real Properties and to exercise all remedies of the Respondents in collecting such monies, including, without limitation, to enforce any security held by the Respondents;
- (e) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Respondents, for any purpose pursuant to this Order;
- (f) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Real Properties or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (g) to market any or all of the Real Properties, including advertising and soliciting offers in respect of the Real Properties or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (h) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,
 - (i) without the approval of this Court in respect of any transaction not exceeding \$50,000, provided that the aggregate consideration for all such transactions does not exceed \$100,000; and

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

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

- (i) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (j) to, without any further Court approval, on the condition that it is determined to be desirable by the Receiver, in its discretion, (i) sell and convey the Elm Property pursuant to the Agreement of Purchase and Sale, accepted May 19, 2017, between Vicar Homes Ltd. and Sylvia Conforti, as amended, subject to monetary adjustments and such amendments as the Receiver may deem appropriate, or (b) negotiate and enter into a new agreement for the sale of the Elm Property, on terms acceptable to the Receiver and the Applicant, and sell and convey the Elm Property to Sylvia Conforti pursuant to such sale agreement;
- (k) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (l) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Real Properties;
- (m) to enter into agreements with any trustee in bankruptcy appointed in respect of the Respondents, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Respondents; and

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. **THIS COURT ORDERS** that (i) the Respondents, (ii) all of their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being “Persons” and each being a “Person”) shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all access codes and keys to the Real Properties to the Receiver upon the Receiver's request.

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

7. **THIS COURT ORDERS** that all rights and remedies against the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of

any “eligible financial contract” as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Respondents to carry on any business which the Respondents are not lawfully entitled to carry on, (ii) exempt the Receiver or the Respondents from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

RECEIVER TO HOLD FUNDS

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

LIMITATION ON ENVIRONMENTAL LIABILITIES

9. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, “**Possession**”) of any of the Real Properties that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the “**Environmental Legislation**”), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or

anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Real Properties within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

10. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

11. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

12. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

13. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

14. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$200,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The Real Property identified in each Receiver's Certificate (defined below), including all rents arising therefrom and proceeds thereof, shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

15. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

16. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Certificates**") for any amount borrowed by it pursuant to this Order.

17. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ONTARIO NEW HOME WARRANTIES PLAN ACT

18. **THIS COURT ORDERS AND DECLARES** that the Receiver is not a "vendor" as defined in, and for the purposes of, the *Ontario New Home Warranties Plan Act*.

SERVICE AND NOTICE

19. **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the “Protocol”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL ‘’.

20. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Respondents’ creditors or other interested parties at their respective addresses as last shown on the records of the Respondents and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

21. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

22. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Respondents.

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

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

24. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

25. **THIS COURT ORDERS** that the Applicant shall have its costs of this application, up to and including entry and service of this Order, provided for by the terms of the Applicant's security or, if not so provided by the Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the sale of the Real Properties with such priority and at such time as this Court may determine.

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

SCHEDULE "A"**REAL PROPERTIES**

1. **PIN:** **03199-0011 (LT)**

Property Description: PCL 7-1 SEC M1563; LT 7 PL M1563; Town of Richmond Hill

Address: 87 Elm Grove Avenue
 Richmond Hill, ON L4E 2W8

2. **PIN:** **03206-3618 (LT)**

Property Description: PT LOT 26, PLAN M807, PT1, 65R34410,; Town of Richmond Hill

Address: 46 Puccini Drive
 Richmond Hill, ON L4E 2Y6

3. **PIN:** **03342-0025 (LT)**

Property Description: PCL 23-1 SEC M1732; LT 23 PL M1732; S/T LT135993; Vaughan

Address: 211 Woodland Acres Crescent
 Vaughan, ON L6A 1G1

4. **PIN:** **10213-0180 (LT)**

Property Description: LT 20 PL 3457 North York; City of Toronto

Address: 506 Wilson Heights Blvd.
 North York, ON M3H 2V6

SCHEDULE "B"
RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that Zeifman Partners Inc., the receiver (the "**Receiver**") of the real properties described in Schedule "A" hereto (the "**Real Properties**" and each a "**Real Property**"), including all rents arising therefrom and all proceeds thereof, appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ___ day of _____, 2018 (the "**Order**") made in an action having Court file number __-CL-_____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$ _____, being part of the total principal sum of \$ _____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Real Property bearing PIN: _____, including all rents arising therefrom and proceeds thereof, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Real Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Real Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

Zeifman Partners Inc., solely in its capacity
as Receiver of the Real Properties, and not in its
personal or corporate capacity

Per: _____

Name:

Title:

SCHEDULE "A" TO RECEIVER'S CERTIFICATE

REAL PROPERTIES

1. **PIN:** **03199-0011 (LT)**

Property Description: PCL 7-1 SEC M1563; LT 7 PL M1563; Town of Richmond Hill

Address: 87 Elm Grove Avenue
 Richmond Hill, ON L4E 2W8

2. **PIN:** **03206-3618 (LT)**

Property Description: PT LOT 26, PLAN M807, PT1, 65R34410,; Town of Richmond Hill

Address: 46 Puccini Drive
 Richmond Hill, ON L4E 2Y6

3. **PIN:** **03342-0025 (LT)**

Property Description: PCL 23-1 SEC M1732; LT 23 PL M1732; S/T LT135993; Vaughan

Address: 211 Woodland Acres Crescent
 Vaughan, ON L6A 1G1

4. **PIN:** **10213-0180 (LT)**

Property Description: LT 20 PL 3457 North York; City of Toronto

Address: 506 Wilson Heights Blvd
 North York, ON M3H 2V6

Court File No:

BUDUCHNIST CREDIT UNION LIMITED
Applicant

- and -

2321197 ONTARIO INC. et al.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

ORDER
(appointing Receiver)

DENTONS CANADA LLP
77 King Street West, Suite 400
Toronto-Dominion Centre
Toronto, ON M5K 0A1

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kenneth.kraft@dentons.com

Lawyers for Buduchnist Credit Union Limited

TAB 7

Revised: January 21, 2014
s.243(1) BIA (National Receiver) and s. 101 CJA (Ontario) Receiver

Court File No.

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

THE HONOURABLE) WEEKDAY , THE #
JUSTICE)
) DAY OF MONTH NOVEMBER, 20 YR 2018

PLAINTIFF¹

Plaintiff

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

DEFENDANT

Defendant

**2321197 ONTARIO INC., CARLO DEMARIA, SANDRA DEMARIA,
2321198 ONTARIO INC., SASLMACH LIMITED and VICAR HOMES LTD.**

Respondents

**ORDER
(appointing Receiver)**

THIS MOTION APPLICATION made by the Plaintiff² Applicant for an Order pursuant to 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 (the "CJA") appointing ~~{RECEIVER'S NAME}~~ Zeifman Partners Inc. ("Zeifmans") as receiver

¹ The Model Order Subcommittee notes that a receivership proceeding may be commenced by action or by application.

~~This model order is drafted on the basis that the receivership proceeding is commenced by way of an action.~~

² Section 243(1) of the BIA provides that the Court may appoint a receiver "on application by a secured creditor".

~~{and manager} (in such capacities, the "Receiver") without security, of all of the assets, undertakings and properties of [DEBTOR'S NAME] (the "Debtor") acquired for, or used in relation to a business carried on by the Debtor~~the Real Properties (defined below), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the ~~affidavit~~Affidavit of ~~[NAME]~~Oksana Prociuk, sworn [DATE] and the Exhibits thereto and on hearing the submissions of counsel for [NAMES], ~~[no one appearing for [NAME] although duly served as appears from the affidavit of service of [NAME] sworn [DATE]]~~ and on reading the consent of ~~[RECEIVER'S NAME]~~Zeifmans to act as the Receiver,

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of ~~Motion~~Application and the ~~Motion~~Application is hereby abridged and validated³ so that this ~~motion~~application is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

2. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, ~~[RECEIVER'S NAME]~~Zeifmans is hereby appointed Receiver, without security, ~~of all of the assets, undertakings and properties of the Debtor acquired for, or used in relation to a business carried on by the Debtor~~real properties described in Schedule "A" hereto (collectively, the "Real Properties" and each a "Real Property"), including all rents arising therefrom and proceeds thereof (collectively, the "Property").

RECEIVER'S POWERS

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

³~~If service is effected in a manner other than as authorized by the Ontario Rules of Civil Procedure, an order validating irregular service is required pursuant to Rule 16.08 of the Rules of Civil Procedure and may be granted in appropriate circumstances.~~

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts, rents and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- ~~(e) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;~~
- (c) ~~(d)~~ to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- ~~(e) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the business of the Debtor or any part or parts thereof;~~
- (d) ~~(f)~~ to receive and collect all monies, rent and accounts now owed or hereafter owing to the Debtor Respondents in respect of or relating to the Real Properties and to exercise all remedies of the Debtor Respondents in collecting such monies, including, without limitation, to enforce any security held by the Debtor; ~~(g) to settle, extend or compromise any indebtedness owing to the Debtor~~ Respondents;
- (e) ~~(h)~~ to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the

name and on behalf of the ~~Debtor~~Respondents, for any purpose pursuant to this Order;

(f) ~~(f)~~ to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the ~~Debtor, the Property~~Real Properties or the Receiver, and to settle or compromise any such proceedings.⁴ The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(g) ~~(g)~~ to market any or all of the ~~Property~~Real Properties, including advertising and soliciting offers in respect of the ~~Property~~Real Properties or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

(h) ~~(k)~~ to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding \$ 50,000, provided that the aggregate consideration for all such transactions does not exceed \$ 100,000; and

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

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, ~~for~~ section 31 of the Ontario *Mortgages*

⁴~~This model order does not include specific authority permitting the Receiver to either file an assignment in bankruptcy on behalf of the Debtor, or to consent to the making of a bankruptcy order against the Debtor. A bankruptcy may have the effect of altering the priorities among creditors, and therefore the specific authority of the Court should be sought if the Receiver wishes to take one of these steps.~~

Act, as the case may be,⁵ shall not be required, ~~and in each case the Ontario Bulk Sales Act shall not apply.:~~

- (i) ~~(f)~~ to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (i) ~~to, without any further Court approval, on the condition that it is determined to be desirable by the Receiver, in its discretion, (i) sell and convey the Elm Property pursuant to the Agreement of Purchase and Sale, accepted May 19, 2017, between Vicar Homes Ltd. and Sylvia Conforti, as amended, subject to monetary adjustments and such amendments as the Receiver may deem appropriate, or (b) negotiate and enter into a new agreement for the sale of the Elm Property, on terms acceptable to the Receiver and the Applicant, and sell and convey the Elm Property to Sylvia Conforti pursuant to such sale agreement;~~
- (k) ~~(m)~~ to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (l) ~~(n)~~ to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;~~(o) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor~~Real Properties;
- (m) ~~(p)~~ to enter into agreements with any trustee in bankruptcy appointed in respect of the DebtorRespondents, including, without limiting the

⁵ ~~If the Receiver will be dealing with assets in other provinces, consider adding references to applicable statutes in other provinces. If this is done, those statutes must be reviewed to ensure that the Receiver is exempt from or can be exempted from such notice periods, and further that the Ontario Court has the jurisdiction to grant such an exemption.~~

generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor; ~~(q) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have~~ Respondents; and

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

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

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

4. THIS COURT ORDERS that (i) the Debtor Respondents, (ii) all of ~~its~~ their current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on ~~its~~ their instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons") and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all ~~such~~ Property access codes and keys to the Real Properties to the Receiver upon the Receiver's request.

~~5. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due~~

~~to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.~~

~~6. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.~~

~~7. THIS COURT ORDERS that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.~~

NO PROCEEDINGS AGAINST THE RECEIVER

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

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

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

NO EXERCISE OF RIGHTS OR REMEDIES

7. ~~10.~~ **THIS COURT ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor Respondents to carry on any business which the Debtor is Respondents are not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor Respondents from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

~~11.~~ **THIS COURT ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

~~12.~~ **THIS COURT ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current

~~telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.~~

RECEIVER TO HOLD FUNDS

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

EMPLOYEES

~~14.~~ **THIS COURT ORDERS** that all employees of the Debtor shall remain the employees of the Debtor until such time as the Receiver, on the Debtor's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

~~15.~~ **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Canada Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete

~~one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Debtor, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.~~

LIMITATION ON ENVIRONMENTAL LIABILITIES

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

LIMITATION ON THE RECEIVER'S LIABILITY

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

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

RECEIVER'S ACCOUNTS

11. ~~18.~~ **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.⁶

12. ~~19.~~ **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

13. ~~20.~~ **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

14. ~~21.~~ **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed

⁶Note that subsection 243(6) of the BIA provides that the Court may not make such an order "unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations".

\$~~_____~~200,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. ~~The whole of the Property~~Real Property identified in each Receiver's Certificate (defined below), including all rents arising therefrom and proceeds thereof, shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

15. ~~22.~~ **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

16. ~~23.~~ **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule ~~"A"~~"B" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

17. ~~24.~~ **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

ONTARIO NEW HOME WARRANTIES PLAN ACT

18. **THIS COURT ORDERS AND DECLARES** that the Receiver is not a "vendor" as defined in, and for the purposes of, the *Ontario New Home Warranties Plan Act*.

SERVICE AND NOTICE

19. ~~25.~~ **THIS COURT ORDERS** that the E-Service Protocol of the Commercial List (the "Protocol") is approved and adopted by reference herein and, in this proceeding, the service of

documents made in accordance with the Protocol (which can be found on the Commercial List website at

<http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL

‘@’.

20. ~~26.~~ **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the ~~Debtor's~~Respondents' creditors or other interested parties at their respective addresses as last shown on the records of the ~~Debtor~~Respondents and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

21. ~~27.~~ **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

22. ~~28.~~ **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the ~~Debtor~~Respondents.

23. ~~29.~~ **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this

Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

24. ~~30.~~ **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

25. ~~31.~~ **THIS COURT ORDERS** that the ~~Plaintiff~~Applicant shall have its costs of this ~~motion~~application, up to and including entry and service of this Order, provided for by the terms of the ~~Plaintiff~~Applicant's security or, if not so provided by the ~~Plaintiff~~Applicant's security, then on a substantial indemnity basis to be paid by the Receiver from the ~~Debtor's estate~~sale of the Real Properties with such priority and at such time as this Court may determine.

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

SCHEDULE "A"**REAL PROPERTIES**

1. **PIN:** **03199-0011 (LT)**
- Property PCL 7-1 SEC M1563; LT 7 PL M1563; Town of Richmond Hill
Description:
- Address: 87 Elm Grove Avenue
 Richmond Hill, ON L4E 2W8
2. **PIN:** **03206-3618 (LT)**
- Property PT LOT 26, PLAN M807, PT1, 65R34410.; Town of Richmond Hill
Description:
- Address: 46 Puccini Drive
 Richmond Hill, ON L4E 2Y6
3. **PIN:** **03342-0025 (LT)**
- Property PCL 23-1 SEC M1732; LT 23 PL M1732; S/T LT135993; Vaughan
Description:
- Address: 211 Woodland Acres Crescent
 Vaughan, ON L6A 1G1
4. **PIN:** **10213-0180 (LT)**
- Property LT 20 PL 3457 North York; City of Toronto
Description:
- Address: 506 Wilson Heights Blvd.
 North York, ON M3H 2V6

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SCHEDULE "B"**RECEIVER CERTIFICATE**

CERTIFICATE NO. _____

AMOUNT \$ _____

1. **THIS IS TO CERTIFY** that ~~[RECEIVER'S NAME]~~ Zeifman Partners Inc., the receiver (the "**Receiver**") of the ~~assets, undertakings and properties [DEBTOR'S NAME]~~ acquired for, or used in relation to a business carried on by the Debtor real properties described in Schedule "A" hereto (the "Real Properties" and each a "Real Property"), including all rents arising therefrom and all proceeds thereof ~~(collectively, the "Property")~~, appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the ___ day of _____, 20 2018 (the "**Order**") made in an action having Court file number -CL-_____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the ~~Property~~ Real Property bearing PIN: _____, including all rents arising therefrom and proceeds thereof, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Real Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Real Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 20__.

~~[RECEIVER'S NAME]~~ Zeifman Partners Inc.,
solely in its capacity
as Receiver of the ~~Property~~ Real Properties, and
not in its personal or corporate capacity

Per: _____
Name:
Title:

SCHEDULE "A" TO RECEIVER'S CERTIFICATE

REAL PROPERTIES

- 1.** **PIN:** **03199-0011 (LT)**

Property **PCL 7-1 SEC M1563; LT 7 PL M1563; Town of Richmond Hill**
Description:

Address: **87 Elm Grove Avenue**
 Richmond Hill, ON L4E 2W8

- 2.** **PIN:** **03206-3618 (LT)**

Property **PT LOT 26, PLAN M807, PT1, 65R34410.; Town of Richmond Hill**
Description:

Address: **46 Puccini Drive**
 Richmond Hill, ON L4E 2Y6

- 3.** **PIN:** **03342-0025 (LT)**

Property **PCL 23-1 SEC M1732; LT 23 PL M1732; S/T LT135993; Vaughan**
Description:

Address: **211 Woodland Acres Crescent**
 Vaughan, ON L6A 1G1

- 4.** **PIN:** **10213-0180 (LT)**

Property **LT 20 PL 3457 North York; City of Toronto**
Description:

Address: **506 Wilson Heights Blvd**
 North York, ON M3H 2V6

Court File No:

BUDUCHNIST CREDIT UNION LIMITED

Applicant

- and -

2321197 ONTARIO INC. et al,
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

ORDER
(appointing Receiver)

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Description	receivership-order-EN
Document 2 ID	interwovenSite://NDCDMS01.LAW.FIRM/NATDOCS/36288297/4
Description	#36288297v4<NATDOCS> - draft Order (appointing Receiver) - October 2018
Rendering set	Dentons Standard

Legend:	
Insertion	
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Style change	
Format change	
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Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	240
Deletions	174
Moved from	0

BUDUCHNIST CREDIT UNION LIMITED
Applicant

- and -

2321197 ONTARIO INC. et al.
Respondents

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT TORONTO

APPLICATION RECORD
VOLUME 2 OF 2
(returnable November 13, 2018)

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